

DCONEE COUNTY COUNCIL
COUNCIL MEETING DATE: 11/7/06
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Discussion Regarding Seneca Library

BACKGROUND OR HISTORY:

There has been \$8,500,000 designated for a Seneca Library if the one-cent referendum is adopted. If this referendum is not adopted General Obligation funds will have to be used to fund the Seneca Library.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mr. Rinehart, Council Member, District III requested this item be placed on the agenda.

STAFF RECOMMENDATIONS FOR COUNCIL ACTION:

Staff has no recommendation.

FINANCIAL IMPACT:

Approximately \$8,000,000 for the new Seneca Library.

ATTACHMENTS:

N/A

Submitted or Prepared By:

Department Head

Reviewed By:

_____ : County Attorney

_____ : Finance

_____ : Procurement

Approved for Submittal to Council

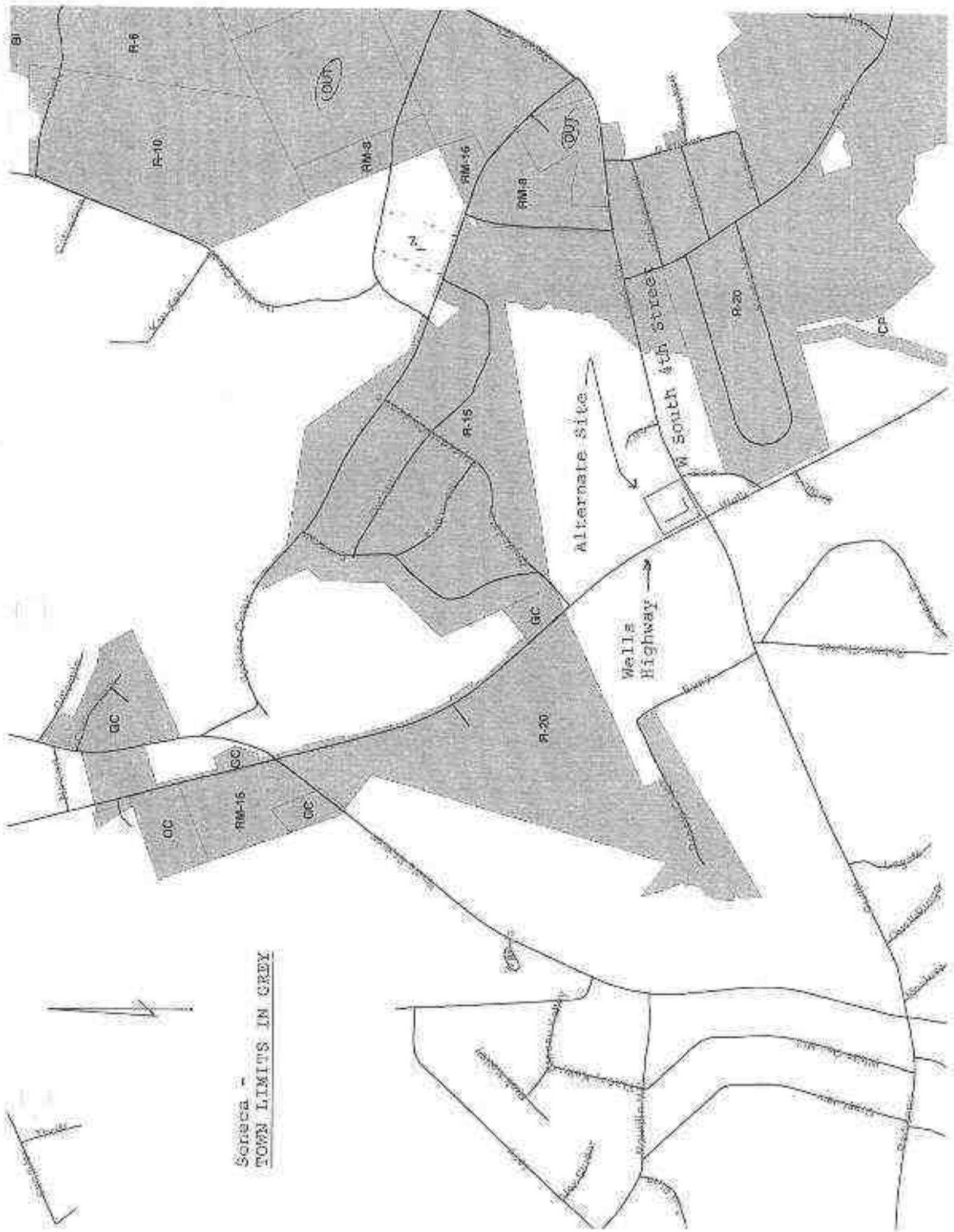

Tom Hendricks, Administrator

County Council Meeting
November 7, 2006

First, I want to set the record straight regarding a recent Daily Journal article referencing the new Oconee County library in Seneca. In a Capital Projects presentation regarding the new library, the Daily Journal used the words "at the Seneca location." These were not my words, but rather words of the Daily Journal. In fact, my written response to the Daily Journal never used the word "location," as this was unsettled. Any confusion regarding this should be directed to the Daily Journal.

History - Where We Are

- On May 16, the Library Board of Trustees submitted findings of the authorized feasibility study by The Trebel Corporation covering the current library site in Seneca. The report showed three possible options on the current site. It was also noted that the Library Board favored Option #3 of the feasibility study, a single-story 13,000 SF building that, with furniture fixtures and equipment equated to \$7,541,490 (as of May 2006).
- There was a fourth option, Option #4, that wasn't presented because we hadn't been asked to present alternatives to the current site. Option #4 was the same as Option #3, except a savings of about \$170,000. Option #4 was to place the Option #3 building on a comparable alternate site, thereby not having to stage construction or remove the existing library building.
- At the May 16 meeting, by motion and 4-1 vote, the Council requested that the Board of Trustees explore other feasible options in conjunction with the City of Seneca. \$2,500 was authorized to be taken from contingency for this purpose, which has not been spent.
- At several Trustee meetings to follow, including some specially called meetings, the Trustees established firm criteria by which potential sites would be scored, and measure applied to each based on perceived value.
- Then Chairman Paul Johanson and I met with Seneca Mayor Dan Alexander and Planner Ed Halbig to explore options within the city limits, and in particular certain city-owned parcels, and one parcel owned by the Oconee County School District.
- Then, Trustees submitted a number of potential sites to be scored, including the current site. In all, there were ten sites to which scoring were applied. Through this exercise, even considering a site-cost difference, a preferred alternate site rose to the top, i.e., the northeast corner of Wells Highway and West South 4th Street. This parcel contains approximately 5.911 acres and priced at \$677,000 (\$114,532 per acre). This site, though close-in, is not yet in the city limits of Seneca. However, it is nearly surrounded by city limits, and is mostly residential (see map attached).
- Then, just as we were preparing to present this site to Council, the Capital Projects Commission voted to change referendum language to require the new County Library in Seneca to be only within the city limits. I urged the Capital Projects Commission not to make this requirement as, by doing so, they were infringing on the Board of Trustees' work. I was unsuccessful.



Seneca -
TOWN LIMITS IN GREY

Estimate of Value/Site Considerations
 Current Library Site and Building
 Seneca, SC 29678

| Measures | Integers | Totals |
|--|----------------------------------|-----------------|
| Acres (Current Library Site, Seneca) | 2.38 | |
| Land SF | 103,750 | |
| Est. PSF | \$ 1.20 | |
| Est. Land Value | \$ 124,500.00 | \$ 124,500.00 |
| Building SF | 8,000 | |
| Est. Building PSF | \$ 22.00 | |
| Est. Building Value | \$ 198,000.00 | \$ 198,000.00 |
| Est. Other Improvements | \$ 12,500.00 | \$ 12,500.00 |
| | Est. Value - Land & Improvements | \$ 335,000.00 |
| Est. Property and Building = County Assets | | \$ 335,000.00 |
| Cost to Demo Current Building/Savings from "No Phasing" Assets/Savings | | \$ 120,000.00 |
| | | \$ 455,000.00 |
| Alternate Site = 5.91 Acres | | \$ 677,000.00 |
| Less Assets/Savings | | \$ (455,000.00) |
| Est. Additional Site work/Roadway | | \$ 50,000.00 |
| Est. Total Difference at Alternate Site | | \$ 272,000.00 |
| OCPL Renaissance Fund @ 10% of Alternate Site (Based on Purchase Price at closing) | | \$ 67,700.00 |

NOTE 1: All values subject to formal appraisal.

NOTE 2: Adams Commercial to assign 100% of fees from alternate site to establish OCPL Renaissance Fund (self-directed).

NOTE 3: City of Seneca most likely buyer for current site (History Center, Law Enforcement, etc), not requiring demo of building.

Budget Workshop, 9AM Monday, June 19, 2006
Council Chambers, Pine Street
Revisit List from June 6th, Budget Workshop

Update on Actions of June 6, 2006 Budget Workshop

- Reassigned one of the crew cab pickup trucks approved in the Road Department to Emergency Management. Also, one of the pickup trucks in surplus at the Motor Pool is to be assigned to the Road Department.
- Add a Proviso relating to debt issuance, "If the capital projects sales tax referendum fails in the general election, the county will incur general obligation debt of \$8M to build a Seneca Library and \$4M to build a Recreation Complex/Aquatic Center.

Proviso is included in the Budget Ordinance.

1. Updated 2006-2007 Budget Summary. (Attachment #1)
2. Update on the communication towers currently approved for funding in the capital projects fund for \$160,000. John Murray, Communications Director, reported that the site locations for the towers were to be Toccoa Falls and Duke Energy (Bad Creek Gate). Mr. Murray has since been informed that the Duke Energy site is no longer available. However Duke Energy is working with Mr. Murray to locate a new site.
3. Tri-County Technical College – LPN Start-Up Program. (Attachment #2)
 - We have received an inquiry from Tri-County Technical College regarding the funding status of \$278,700 for the LPN start up program. During the Tri-County Technical College presentation to Council, this proposal was discussed and no action was taken.
 - If the request is approved, it will require the proposed millage rate for Tri-County Technical College to increase from 2.1 mills to 2.6 mills.
 - According to Dr. Lynn Lewis with Tri-County Technical College, this is a one time request.
4. County Administrator recommends that the Organization Chart be removed from the Budget Ordinance. The current Organization Chart reflects Elected Officials as equals of and appointed officials as subordinates to hired managers. The Administrator will make necessary changes to the chart throughout the fiscal year.
5. Presentation of the Budget Provisos as recommended by the Administrator. (Attachment #3) (changes from prior year are noted in red)

When an employee completes and receives additional certifications that are requirements of their position, they will also receive additional compensation. Upon receipt of documents verifying completion of certification by Human Resources, the salary increases shall become effective on the first day of the following payroll.

HOLIDAYS: Oconee County shall observe the following holidays:

- New Year's Day
- George Washington's Birthday/President's Day
- National Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Martin Luther King, Jr. Day
- Confederate Memorial Day
- Independence Day
- Veterans Day
- Day After Thanksgiving
- Day After Christmas

Since Oconee County observes the same holiday schedule as observed by the State of South Carolina, any additional holidays approved by the Governor during the fiscal year would also be observed by Oconee County.

DETAILED JUSTIFICATIONS will only be required for the following line items:

- 30025, Consultant Expenditures (Over \$5,000)
- 30084, School/Seminar/Training/Meeting
- 50840, Capital Expenditures Equipment (Over \$5,000 per item)
- 50860, Capital Expenditures Buildings
- 50860, Capital Expenditures Land
- 50870, Capital Expenditures Vehicles/Equipment
- 60083, Grant to Independent Agencies

DEBT ISSUANCE: If the capital projects sales tax referendum fails in the general election, the County will incur general obligation debt of \$8,000,000 to build a Seneca Library and \$4,000,000 to build a Recreation Complex/Aquatic Center.

VARIABLE COSTS: Certain of the included costs reflected in Section F reflect estimates of the expenditure that will be required for those costs, which are dependent upon volume. Therefore, the following variable costs may be increased or should be decreased as controlling rates of activity change by action of the County Administrator on the recommendation of the Department Head or Elected Official and the Director of Administrative Services and Finance:

Regional Airport – If sales volumes are different from those anticipated, or if changes in prices affect total costs with anticipated volumes, the Airport Manager may request a change in Sales budget with a corresponding adjustment to direct costs.

County Parks – If transactional or sales volumes are different from those anticipated, the Director of Community Services may request a change in the Revenue budget with a corresponding adjustment to direct costs including sales tax.

Clerk of Court/Probate Court – The Clerk of Court or Probate Judge may request a change in revenue and related costs for increased volume of pass-through costs collected.

Grant-type Revenue Adjustments – The applicable Department Head/Elected Official or Director of Administrative Service and Finance may request adjustment in a budgeted General Fund or Special Revenue Expenditures in the event of variance of revenue amounts from those estimated herein.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Nov. 7, 2006
COUNCIL MEETING TIME: 3:00pm

ITEM TITLE OR DESCRIPTION:

PowerPoint presentation on the proposed Recreation/Civic/Aquatic Center

BACKGROUND OR HISTORY:

Council requested at the October 17 meeting a presentation showing pictures and projections of the proposed facility.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:


N/A

ATTACHMENTS:

Submitted or Prepared By:

Phil Shirley
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

Oconee County Civic/
Recreation/Aquatic Complex

The Vision

To provide and promote the opportunity
for Oconee County citizens to
improve their quality of life through
active participation in fitness,
wellness, aquatic and civic events.


The Mission

To create a Complex that will offer
budget friendly accessibility to our
citizens, provide a health and family
incentive to new residents and
industries and has the ability to be
self supportive through memberships,
user fees and sport tourism events

Focus Areas

- Aquatics
- Fitness
- Social/Civic Events

Aquatics Section



Aquatics Section




Lap pool (8 Lanes, 25 meters)

- Recreation swimming
- Competitive swimming (Swim Meets)
- Aquatic Aerobic & Cardio
- Swim Curriculum

Aquatics Section

Hested Therapy Pool (40' x 40')


- Warm Water Therapy Curriculum
- Physical Rehabilitation and Arthritis Therapy
- Aquatic Therapy classes




Aquatics Section

Indoor Season 4 Pool

- Zero depth entry
- Large Slide
- Indoor spray features
- Party Room for year round revenue



Fitness Section
5,000-7,000 sq. ft. Cardio/Fitness



Fitness Section
2,000 sq. ft. Multi-Purpose Room

- Fitness Curriculum
- Aerobics
- Martial Arts
- Dance



Fitness Section
Elevated Indoor Walking

- Year round accessibility
- Cushioned surface
- 2-3 lanes for walking and jogging




Fitness Section
2-3 Racquetball Courts



4,000 sq. ft. Meeting Room

- Reunions
- Business meetings
- Social Gatherings
- Club Meetings
- Working Kitchen
- Catered Events
- Technology Friendly
- Revenue Producers

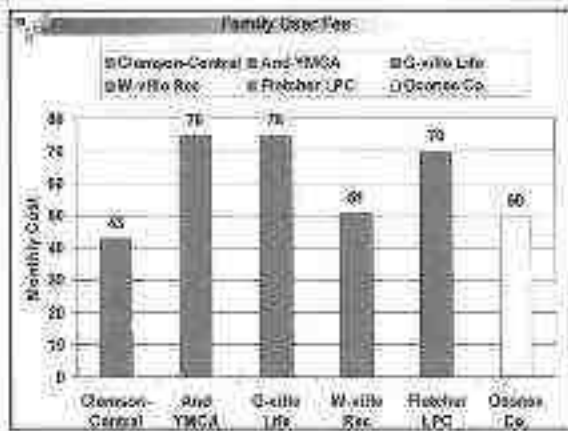


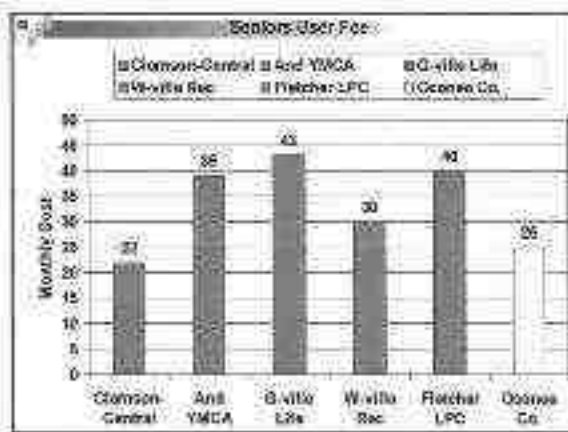
Specialty Areas

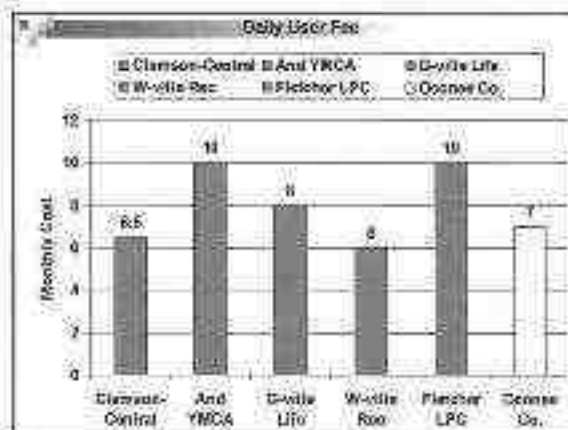
- Indoor Playground with Party Room
- Child Care Space (2-hour blocks)
- Concession area for events and machined concessions

Oconee County Recreation/Civic Center

- \$ 7.7 Million
- 1% Sales Tax Referendum
- Local/State/Federal Grants
- Corporate Sponsorship Program
- Private/Donated Funds







Projected User Fees:

| Category | County Resident | Non-Resident |
|--------------------------------------|-----------------|-----------------------|
| Individual | \$25/month | \$45/month |
| Family (2 adults, Up to 2 children) | \$50/month | \$90/month |
| Family Plus | \$250/month | \$300 per child/month |
| Senior | \$25/month | \$40/month |
| Senior Family | \$25/month | \$40/month |
| Daily Fee | \$7/person | \$10/person |

Questions?

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 7, 2006
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Planning Commission Recommendation for County Representative on "Regional Task Force to Study Issues Relative to the Savannah River Basin"

BACKGROUND OR HISTORY:

On August 29, 2006, County Council referred the matter of selecting a nominee to replace Mr. Ron Rabun on the Regional Task Force to the Planning Commission. The Commission took up the matter at their September meeting, and notified the media that any individual wishing to submit a name should contact the Planning Department. Both radio and newspapers covered the search, and a number of responses were recorded during the following month. On October 30, 2006, the Planning Commission met and unanimously selected Mr. Howard Moore as the Commission's nominee for consideration by County Council as the Regional Task Force representative.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mr. Moore is a well known area businessman that has served Oconee County on the Planning Commission since its inception. He has devoted many hours at personal expense in researching water-related issues and the way that they impact Oconee County.

STAFF RECOMMENDATION:

Appoint Mr. Howard Moore as County Representative to the "Regional Task Force to Study Issues Relative to the Savannah River Basin".

FINANCIAL IMPACT:

Travel Expenses to Meetings

ATTACHMENTS:

None

Submitted or Prepared by:

Art Holbrook

(Department Head/Elected Official)

Approved By:

Tom Hendricks,
Oconee County Administrator

Reviewed By/ Initials:

County Attorney

Finance

Other

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 7, 2006
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Recommended Changes to the Road Standards Section of the Subdivision Regulations (Sections 6.8-6.11)

BACKGROUND OR HISTORY:

The Planning Commission has been reviewing the Subdivision Regulations Chapter of the Unified Performance Standards Ordinance for a number of months. The Commission has completed its review of the Road Standards section, and submitted a number of suggested amendments for County Council to consider. The other sections of the chapter will be completed and referred to Council in the near future. As the Road Standards Section is by far the largest section of the Subdivision Regulations, the Commission felt it should be moved ahead first to allow Council the option to begin reviewing the suggested amendments as soon as possible.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

STAFF RECOMMENDATION:

Refer the Road Standards Section to the Council Roads Committee for review.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Copy of Existing Road Standards Section; Copy of Road Standards with Proposed Changes

Submitted or Prepared by:

Art Halbrooks

(Department Head/Elected Official)

Approved By:

Tom Hendricks,
Oconee County Administrator

Reviewed By: ~~Initials:~~

~~County Attorney~~

~~Finance~~

~~Other~~

C: Clerk to Council

RECOMMENDED CHANGES BY PLANNING COMMISSION

This draft contains ALL changes reviewed by the Planning Commission. The proposed amendments are in bold italics and underlined.

6.8 PUBLIC ROADS

- 6.8.1 Continuation of Adjoining Road System** - The proposed road layout shall extend existing roads on a logical course at a width which meets the minimum required by this ordinance. A minimum hundred to one (100:1) taper section shall be used to transition from one width to another.
- 6.8.2 Road System Coordination** - The road system of a subdivision shall be coordinated with existing, proposed, and anticipated roads outside the subdivision as determined by Oconee County or the State of South Carolina, outside the portion of a single tract that is being divided into lots (hereinafter, "surrounding roads"). Roads shall intersect with surrounding collector or arterial roads at safe and convenient locations and shall connect with surrounding roads where necessary to permit the convenient movement of traffic between residential neighborhoods by emergency service vehicles or for other sufficient reasons. Every effort shall be made to not have an entrance directly onto an arterial road. Whenever connections to surrounding roads are required by this section, the road right-of-way shall be extended and the street developed to the property line of the subdivided property (or to the edge of the remaining undeveloped portion of a single tract) at the point where the connection to the anticipated or proposed street is expected. In addition, the permit-issuing authority may require temporary turnarounds to be constructed at the end of such streets pending their extension when such turnarounds appear necessary to facilitate the flow of traffic or accommodate emergency vehicles. All temporary dead-end streets must be approved by the Planning Director and the County Engineer. ~~Notwithstanding the other provisions of this subsection, no temporary dead-end street in excess of one thousand (1,000) feet may be created unless no other practicable alternative is available as determined by the Planning Director and the County Engineer.~~
- 6.8.3 Road Names** - A proposed road which is obviously in alignment with or an extension of an existing named road shall bear the name of the existing road. Except for the above, in no case shall the name of a proposed road duplicate or be phonetically similar to an existing road name, irrespective of the use of suffix (road, avenue, boulevard, drive, place, court, lane, etc.) It shall be unlawful for any person in laying out any new road to name such road on any final plat or instrument, without first obtaining the approval of the Oconee E-911 Addressing Office and the Planning Commission.

RECOMMENDED CHANGES BY PLANNING COMMISSION

6.8.4 Local Roads - Local roads shall be so laid out that their use by through traffic will be discouraged.

6.8.5 Residential Buffers for Collector or Arterial Roads - Where a subdivision abuts or contains an existing or proposed collector or arterial road, lots which abut or are adjacent to these existing or proposed collector or arterial roads shall face a local road. Other treatment may also be required, as necessary, for adequate protection of the landscape and residential properties and for separation of through and local traffic. Special treatment may be required, such as screen planting contained in a non-access reservation along the rear property line adjacent to the arterial road.

6.8.6 Road Design (Geometric Criteria) - In general, geometric criteria for road design shall be in accordance with standards of the South Carolina Department of Transportation (SCDOT). Said standards are those contained in the latest edition of "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway and Transportation Officials. Local and collector residential roads (public) shall be designed in accordance with the following standards:

- a. Minimum right-of-way and pavement width shall be as follows:

| Road Type | Right-of-Way | Pavement |
|----------------------------|----------------|----------|
| Arterial* | 66' or greater | 28' |
| Collector | 50' | 24' |
| Major local/service road** | 50' | 22' |
| Minor local/service road | 50' | 22' 20' |

* As determined by County Engineer

** All service roads shall comply with right-of-way and pavement standards set forth in this ordinance

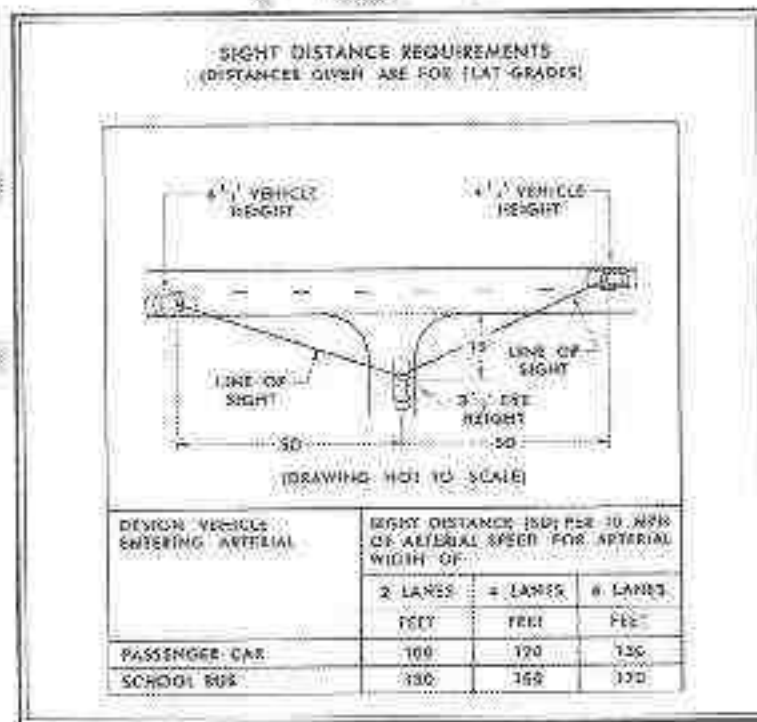
For high density residential or nonresidential subdivisions or portions thereof, additional right-of-way or pavement width shall be provided when determined as necessary by the Planning Commission or County Engineer.

- b. Cut-de-sacs shall comply with current fire regulations and codes. Dead-end streets without turnarounds are prohibited. All unpaved islands located within perimeters of a cut-de-sac shall be round in configuration, centered within the right-of-way, curbed and properly drained. The area utilized by any unpaved island shall not be considered part of the minimum area needed to meet the required dimensions for the cut-de-sac or right-of-way and shall be governed by the same standards for planted median islands, as put forth in this ordinance.

RECOMMENDED CHANGES BY PLANNING COMMISSION

- c. Horizontal curvature shall be introduced at any change in road direction, and the minimum centerline radius shall be one hundred fifty (150) feet for local roads and two hundred fifty (250) feet for collector roads. Arterial road curvature shall be in accordance with State Highway Department standards. Minimum tangent between reverse curves shall be one hundred fifty (150) feet for local roads, and one hundred (100) feet from curve to any intersecting road right of way.
- d. Stopping sight distance on vertical curves, shall at least one hundred fifty (150) feet (25 mph design speed) for local roads and three hundred twenty five (325) feet (45 mph design speed) for collector roads. If a collector road may reasonably be expected to curve more than one subdivision, it shall be designed for at least a fifty five (55) mph design speed (450' minimum sight distances). horizontal curves, or normal intersections shall allow at least one hundred (100) feet of sight distance for each ten (10) miles per hour of the posted speed limit where the road intersects another public road.

The sight distance shall be measured from a seeing height of three and one-half (3 1/2) feet to an object four and one-quarter (4 1/4) feet in height above the grade of the public road, as stated in S.C.DOT's 1996 Access and Roadside Management manual. See drawing



RECOMMENDED CHANGES BY PLANNING COMMISSION

Minimum sight distance at intersections shall provide provision of a clear sight triangle. The right-of-way shall be clear of obstacles to enable the minimum sight distance required, as determined by the speed limit of the road being accessed. The sight triangle must increase as the speed limit on the road being accessed increases. Right-of-way measured at least twenty-five (25) feet from the intersection of the road. The necessary right-of-way in either direction which triangle shall be entered upon the final plat prior to recording. Modifications may be required by the County Engineer in order to insure safety.

- d. Roads shall be designed to intersect as nearly as possible at right angles. In no case shall the angle of intersection be no less than seventy five (75) degrees. Minimum radius of curb or pavement edge at intersections shall be at least twenty (20) feet at intersections with local roads and twenty five (25) feet at intersections with collector roads.

- f. Road grades shall be no less than 0.5 percent or no greater than 12 percent. The following shall apply:

| <u>Road Classification</u> | <u>Maximum Grade</u> |
|-----------------------------------|----------------------|
| <u>Arterial Roads</u> | <u>4 percent</u> |
| <u>Collector Roads</u> | <u>6 percent</u> |
| <u>Local and/or service roads</u> | <u>12 percent</u> |

Unless All exceptions shall be approved necessitated by unusual topographic conditions approved in writing by the County Engineer minimum and maximum road grade shall be one percent (1%) and twelve percent (12%) respectively.

- e. Proposed intersections on one side of a road shall coincide with existing or proposed intersections on the opposite side. Minimum centerline offset for intersections on opposite sides of a road shall be one hundred fifty (150) feet. No two roads may intersect on the same side of a road at a centerline separation distance of less than four hundred (400) feet.
- h. Intersections shall be designed with a flat grade whenever practical. In hilly or rolling areas, at the approach to an intersection, a leveling area shall be provided having not greater than a five percent (5%) rate at a distance of thirty (30) feet, measured from the nearest right-of-way line of the intersecting street.

- i. Driveways must be at least seventy five (75) feet from the nearest intersection. (This requirement may be waived by the County Engineer for safety or topographic reasons.)

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6. If the developer proposes a planted median island, the road right-of-way shall be divided in half for each half of the road (25 feet each side) with each lane centered in the right-of-way. A perpetual maintenance plan shall be submitted to the County prior to construction of said planted median island. Oconee County shall not be responsible for ~~maintaining~~ any median vegetation. Vegetation within the right-of-way may be removed by the County if it presents a safety or ~~visual~~ hazard. All planted medians shall be ~~irrigated and~~ passively drained by methods submitted by the developer and approved by the County Engineer. A typical type of passive drainage system shall be a 4-inch perforated drain pipe surrounded by a minimum of 1 square foot of washed 1/4-inch stone with a filter fabric surrounding the stone. The drainage shall be piped away from the median.

6.8.7 Road Construction - In general, all public roads shall be constructed in accordance with the SCDOT "Standard Specifications for Highway Construction" (latest edition) as it relates to earthwork, bases/subbases, paved surfaces, etc., and the following requirements:

- a. Paved road surfaces are required for all new roads.
- b. The minimum base course for all roads shall consist of type #2 #1 (550 lbs per square yard) crushed gravel aggregates compacted on the roadway to a depth of not less than five (5) inches. Compaction of the aggregate shall comply with the standards put forth in this ordinance.
- c. Local Roads - When hot ~~asphaltic~~ mix will be applied, specifications for set up and ~~primers~~ are same as for surface treatment. Asphalt shall be applied at no less than ~~six and one-half~~ (4-16) two (2) inch compacted of type as specified by the County Engineer.
- d. Collector Roads - Road base shall include five hundred fifty (550) lbs. of stone per square yard (approx. 5) with two (2) two inch (2) surface course of asphaltic concrete or ~~bituminous paving~~ (triple treatment/type 3) paving.
- e. Industrial/ Commercial Roads - Road base shall include six hundred fifty (650) lbs. of stone per square yard (approx. 6) with two (2) two inch (2) surface course of asphaltic concrete or ~~bituminous paving~~ (triple treatment/type 3) paving.

RECOMMENDED CHANGES BY PLANNING COMMISSION

- f. Road paving is required for all new nonresidential subdivisions falling under the jurisdiction of this ordinance. Pavement design requirements for non-residential subdivision shall be in accordance with sound engineering principles as outlined in procedures adopted by the American Association of State Highway and Transportation Officials, or the Portland Cement Institute, or the National Asphalt Institute. All designs shall be subject to review and approval of the County Engineer and the Oconee County Planning Commission. However, in no case shall the paving standard be less than the standard required for new residential subdivisions.
- g. The entire right-of-way area shall be cleared of all stumps, roots, brush, and other objectionable materials prior to grading open drainage local and collector roads. All tree stumps and other vegetation shall be removed to a depth of two (2) feet below the sub-grade. Rock, when encountered, shall be scarified to a minimum depth of three (3) inches below sub-grade. The entire right-of-way shall be graded.
- h. Prior to the start of grading on local closed drainage roads, the right-of-way shall be cleared of all stumps, roots, brush and other objectionable materials. All tree stumps and other vegetation shall be removed to a depth of two (2) feet below the sub-grade. Rock, when encountered, shall be scarified to a minimum depth of three (3) inches below sub-grade. The entire right-of-way shall be graded.
- i. All debris and other material deemed unsuitable by the County Engineer shall be removed before any dirt or soil is placed in fills for the sub-grade. Unsuitable materials include any organic matter, unstable soil, trash, large stones, or other items that prevent the soil from being properly compacted.
- j. All fill lifts shall be formed by placing and spreading the material in successive, uniform, horizontal layers of not more than six (6) inches in depth for the full width of the cross section and shall be kept level by the use of approved equipment. Prior to each subsequent layer the compacted layer shall be scarified before placing fill. Before the next level is filled each level will be compacted to a 95% proctor. The County Engineer or his designated representative may call for compaction tests at the completion of any of the six (6) inch lifts being made.
- k. Suitable material shall be placed in the embankment for the formation, compaction, and shaping of all embankments, sub-grades, shoulders, slopes, intersections, approaches and private entrances to

RECOMMENDED CHANGES BY PLANNING COMMISSION

conform to the typical cross section shown on approved road construction plan.

- i. When an embankment is to be on a hillside or against an existing embankment sloping more than twenty (20) degrees from the horizontal, the slope of the hillside or existing embankment shall be plowed deeply or cut into steps before filling is commenced. All embankments shall be formed by placing and spreading the material in successive, uniform, horizontal layers of not more than six (6) inches in depth for the full width of the cross section and shall be kept level by the use of approved equipment. Embankments over and around pipes, culverts, arches, bridges, or other structures shall be constructed of materials approved by the County Engineer.

- ii. All pipe culverts shall consist of the following materials:

- 1) Reinforced concrete conforming to the requirements of American Association of State Highway Officials (AASHTO) M 170 Class 3 pipe.
- 2) High Density Polyethylene (HDPE) corrugated with a smooth interior pipe conforming to the requirements of American Association of State Highway Officials (AASHTO) M294M, Type S pipe.

All pipe culverts shall be of sufficient size to adequately insure proper drainage. Calculations by a professional engineer licensed by the State of South Carolina must be submitted and approved by the County Engineer. Rip-rap shall be securely installed over an approved silt barrier to the height of the high water mark around the inlet-end of all pipe culverts.

- iii. In the event that the Engineer, after consultation with appropriate authorities, deems the crossing of a watercourse to necessitate a bridge, such bridge shall conform to current SCDOT specifications for steel reinforced concrete bridges of at least twenty-four (24) feet in width. Such bridges shall be of such elevation as to be approved by the County Engineer.
- iv. All drainage inlets and outlets not accessible from the road right-of-way must include a permanent easement allowing Oconee County access to and use of adjacent property needed to perform necessary maintenance work. Oconee County will not be responsible for any damage off of the right-of-way due to high water or flash flood conditions.

- p. Property owners adjoining the road right-of-way may request that the County perform work to assist the property owner with a drainage problem. The County may at its discretion construct berms, gullys and/or ditches, or install plastic HDPE or concrete pipe within the County maintained road right-of-way. The property owner shall pay two and one-half (2 1/2) times the material costs to cover the material cost and labor for said project. The property owner shall sign a hold harmless agreement releasing the County from any liability associated with future drainage problems, in advance of scheduling the project. Projects will be scheduled on a first pay, first scheduled basis.

In the event the County decides to assist the property owner with the drainage problem, the County Engineer, or his designee will provide a non-binding but good-faith cost estimate for the material costs of the project first. Special services or equipment needed to complete the job will be billed as invoiced by the contractor or vendor providing the special service or equipment.

- q. Property owners adjoining the road right-of-way may request that Occochee County perform work within the right-of-way to install driveway aprons and/or culverts. The County may at its discretion construct said aprons and/or culverts within the County maintained right-of-way. The property owner shall pay two and one-half (2 1/2) times the material costs to cover the material cost and labor for said project. The property owner shall sign a hold harmless agreement releasing the County from any liability associated with said work, in advance of scheduling the project. Projects will be scheduled on a first pay, first scheduled basis.

The County Engineer, or his designee, will provide a non-binding cost estimate for the material cost of the project. Special services or equipment needed to complete the job will be billed as invoiced by the contractor or vendor providing the special service or equipment.

- r. Open roadside ditches will not be permitted in high density housing developments or on roadsides having excessive slopes. Five (5) lots or more on either side of proposed roadway per one tenth (1/10) mile is considered high density. Should any part of the development along the proposed roadway within a subdivision be determined high density, then all proposed roads within the subdivision will be constructed to high density standards. Roadside drainage along high density roadways will be accomplished through the use of approved curbs, gutters, paved valley systems, catch basins, under ground drainage pipe or an approved

Figure 1 Details



NOTE: CROSSHATCHING INDICATES SLOPED GRADE

NOTE: GREATER GRADE MAY BE REQUIRED FOR CATCH BASIN THROAT APPROX TO INSURE TRAP EFFICIENCY THAT WILL ACCOMMODATE STREET SLOPE AND/OR FLOW VOLUMES.

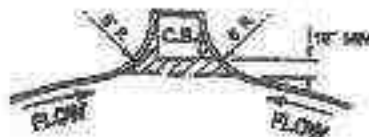
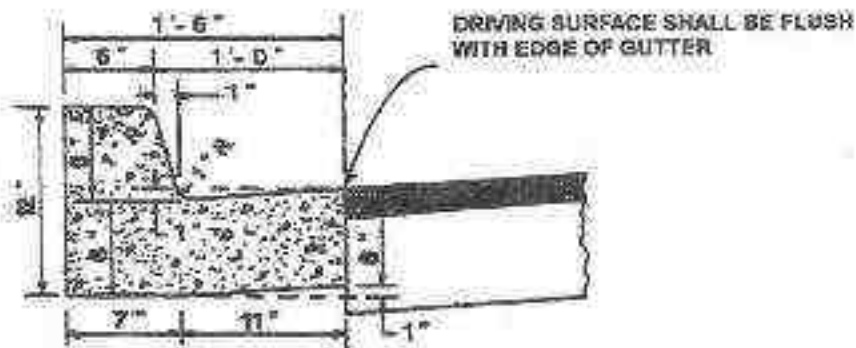


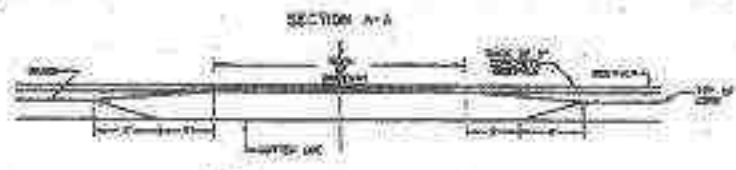
Figure 2

STANDARD CURB AND GUTTER

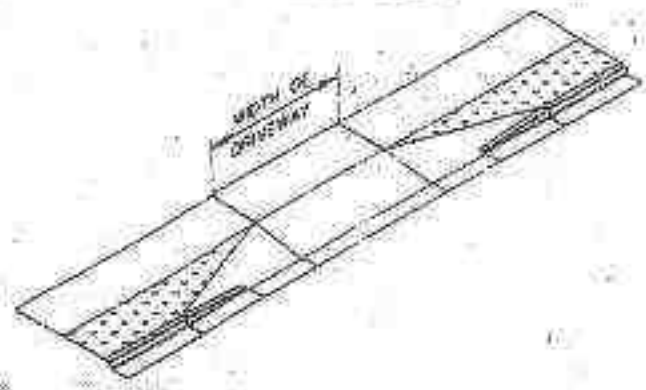
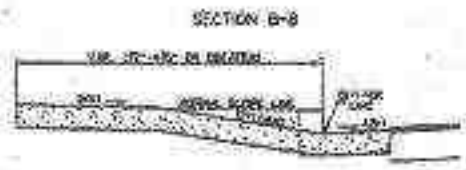


RECOMMENDED CHANGES BY PLANNING COMMISSION

Figure 4 Section Views



NOTE:
1. ALL DIMENSIONS ARE TO BE MAINTAINED
2. THE SURFACE SHALL BE FINISHED TO THE
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RECOMMENDED CHANGES BY PLANNING COMMISSION

6.8.7.1 ~~Compaction and testing~~ - Compaction of sub-grade and base courses shall conform to the applicable sections of the latest published edition of the South Carolina Highway Department Standard Specifications for Highway Construction. A maximum of ~~one (1)~~ Nuclear compaction test shall ~~may~~ be conducted per ~~0.4 mile-of-road~~ on all sub-bases (~~10 tests per mile-of-road~~). ~~These tests will be performed on all areas as directed by the County Engineer. In addition A loaded (minimum of 60,000 lbs gross weight) tandem roll test of the sub-base will shall be performed. Any of the compaction tests may be directed by the County Engineer or his designated representative during an intermediate six (6) inch lift. A loaded (minimum of 60,000 lbs gross weight) tandem roll test will also be performed upon setup of the base material prior to paving the road. Any substandard materials will be replaced and retested as directed by the County Engineer or his designated representative. Upon completion of a road, all fills shall be protected by either seeding or rip-rap. All fills of two and a half to one (2 1/2 : 1) or steeper shall be protected by rip-rap. Shoulders and other disturbed soil along the entire cleared area of the right-of-way shall be seeded in such a manner as to ensure uniform sod.~~

6.8.7.2 ~~Inspections~~ - A minimum of two (2) business days notice shall be given for any required inspection. By failure to provide inspection with due notice, the County will be deemed to have waived the inspection requirement for the specific inspection requested. Work done prior to inspection or without the required notice, if done so at the Contractor's and Owner's own risk and may, upon decision of the County Engineer or designee, be required to be removed and redone or have the quality substantiated by any tests deemed necessary all at the Contractor's and Owner's sole expense. Inspections will shall be required for the following:

(1) At the completion of clearing and grubbing operations;

(2) At the completion of rough grading;

(3) at the completion of subgrade (all required test results will ~~be reviewed at this time~~); At the completion of all utility construction along road right-of-way (including but not limited to water, sewer, electrical)

(4) At the completion of sub-grade

RECOMMENDED CHANGES BY PLANNING COMMISSION

- (5) After installation and compaction of base course;
- (6) During final all pavement applications;
- (7) Final acceptance inspection.

The Contractor/Owner's engineer shall be present for the following inspections:

- (1) Clearing, grubbing, and rough grading inspections
- (2) Sub-grade and base course inspections
- (3) Final acceptance inspection

6.8.7.3 Financial Responsibility for Maintenance - Following acceptance for maintenance by Oconee County of any road, the developer/owner shall be financially responsible for all maintenance necessary due to deficiencies resulting from initial construction for a period of ~~one (1)~~ three (3) years. In order to facilitate the acceptance process, once a road has been substantially completed the developer/owner may request a written punch list from the County engineer. The punch list will note the items that must be completed prior to acceptance of the road by Oconee County.

6.8.7.4 Contracts - Notwithstanding any other provision of this section, the owner/developer may utilize an independent contractor to perform road work. In such case, the owner/developer shall be fully responsible for such paying contractor for the work performed by the contractor on said roads. Recognizing that from time to time Oconee County may subcontract road work to private firms, the business or individuals and the owner/developer may, upon application to the County Engineer, be included in a general contract covering the particular roads as well as other road work projects. In such case the contractor shall look to the owner/developer for payment for all work performed.

6.8.7.5 Financial Liability - All costs including but not limited to the full cost of the crushed gravel aggregates, including transportation and spreading thereof; the full cost of labor, materials and equipment for ~~surface treatment~~ asphalt; the full cost of pipe culverts and/or bridges and installation thereof; seeding and/or rip-rapping; the full cost of providing Oconee County with required deeds of right-of-way and plats shall be borne by the owner/developer. ~~Oconee County shall not assess any fee to perform inspections required by this ordinance.~~

- 6.8.8 Half Roads** - Half roads are prohibited. Whenever a road is planned adjacent to the proposed subdivision tract boundary, the entire road right-of-way shall be platted.

RECOMMENDED CHANGES BY PLANNING COMMISSION

- 6.8.9 Road Swales and Channels** - All roadway ditches and channels shall be designed to contain, at minimum, a peak flow from a twenty five (25) year frequency storm. All roadway ditches and channels shall be designed so that the velocity of flow expected from a twenty five (25) year frequency storm shall not exceed the permissible velocities for the type of lining used. Rip rap shall be placed for stops in road drainage swales as instructed by the County Engineer. Swales shall be stabilized against erosion by grassing with a mixture of Rye and Bermuda grass, or the appropriate grass for the season. Road swales shall be installed at a maximum depth of three (3) feet and be designed to enable mowing by adjoining property owners.
- 6.8.10 Road Maintenance Signs** - Where subdivision roads are not to be dedicated to the State or County for public maintenance, the subdivider shall install and maintain signs that control traffic flow in a safe manner as specified the Manual of Uniform Traffic Control Devices, 4th ed. at the beginning of the private subdivision roads there shall be signs which state "This Road Is Not Maintained By Colonee County." "Private Road"
- 6.8.11 Roadside Drainage** - Roads may be constructed with drainage swales and six (6) foot wide shoulders at a twelve to one (12:1) slope, provided road grade ~~does not exceed 6 percent~~. Where road grade exceeds ten percent (10%), curb and gutter, paved drainage swales, or rip rap swales shall be provided. Curb and gutter may be roll-type or standard 90 degree curb.
- 6.8.12 Temperature and weather restrictions on asphalt paving work** -
- (a) No ~~business for any~~ asphalt surfacing work shall be performed on wet surface, or when the temperature is below 40 degrees Fahrenheit in the shade and falling or below 35 degrees Fahrenheit in the shade and rising, or when weather conditions are otherwise unfavorable. Unless approved in writing by the County Engineer, no surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be begun before March 15 of each year. Unless approved in writing by the County Engineer, surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be ~~done after~~ completed prior to October 15.
- (b) The mixture shall be delivered to the spreader at a temperature between 225 degrees Fahrenheit and 325 degrees Fahrenheit and, except for sand asphalt mixture for base course construction, within 30 degrees Fahrenheit of the temperature set at the plant.

6.8.13 Drainage Structures -

RECOMMENDED CHANGES BY PLANNING COMMISSION

(a) Crossline pipes shall be designed to carry runoff from a 25 year - 24 hour storm and shall be RCP Class III concrete. The design shall be determined using runoff data sources and standard methods approved by the County Engineer. In no event shall a culvert less than eighteen (18) inches in diameter be accepted by the County.

(b) Concrete culverts must conform to South Carolina Highway Department requirements. HDPE double wall plastic corrugated with a smooth interior pipe conforming to the requirements of American Association of State Highway Officials (AASHTO) M29.4M, Type S pipe or an approved equivalent shall be accepted where sufficient fill over the pipe is provided. No corrugated metal pipes shall be accepted.

(c) Unless approved by the County Engineer prior to construction, all pipes shall be laid in a trench. All trenches shall be excavated so as to allow for safe and proper installation. All backfill work shall comply with standards specified by the pipe manufacturer; however, in no case shall backfill covering a culvert be less than ten (10) inches deep (pavement and/or base thickness shall not be considered part of this required minimum depth.) All fill shall be compacted to 95% of standard proctor test in the top foot of fill.

(d) The joining of sections of culvert shall be done in a workmanlike manner in accordance with the standard practice recommended by the manufacturer of the culvert being used.

(e) The ends of all pipe culverts shall be properly protected to prevent piping, erosion and scour. Placement of filter fabric and rip-rap shall be considered minimum treatment. End treatments shall be approved by the County Engineer and shown on the plans.

(f) All crossline drainage culverts shall be located in natural drainage areas or depressions, and shall terminate in a dedicated drainage easement no less than twenty (20) feet wide.

(g) Junction boxes of an approved type will be constructed at all points where the line of pipe changes course or direction ten (10) degrees or more and at proper intervals along the line of pipe.

(h) A means of access to inlet and outlet points of drainage structures and appurtenances must be provided and shown on the plans. Deane County shall not be held liable for flood damage outside recorded drainage easements.

(i) Exits for surface water in sideline ditches shall comply with the standards put forth in the following Table:

Table - SURFACE WATER EXIT INTERVALS

| <u>ROAD GRADE</u> | <u>MAXIMUM EXIT INTERVAL</u> |
|----------------------|------------------------------|
| <u>0-2%</u> | <u>800 FEET</u> |
| <u>2.1-4%</u> | <u>700 FEET</u> |
| <u>4.1-6%</u> | <u>600 FEET</u> |
| <u>6.1-8%</u> | <u>500 FEET</u> |
| <u>8.1-10%</u> | <u>400 FEET</u> |
| <u>10.1-12%</u> | <u>300 FEET</u> |
| <u>MORE THAN 12%</u> | <u>200 FEET</u> |

6.8.14 Sidewalks shall not be located within the road right-of-way. Sidewalks—~~When a subdivision plans on placing sidewalks within a subdivision, the location and widths of the sidewalks shall be shown on any and all plans, and these must be approved by the County Engineer or a designated representative. Sidewalks dimensions and construction shall meet all requirements for sidewalks contained in the SCDOT Highway Construction Manual. Sidewalks shall not be located within the road right-of-way. Oconee County shall not accept any road into the County road system that contains development plans that show a sidewalk within the road right-of-way, unless said road is specifically accepted by the Oconee County Council.~~

6.8.15 **Impact on Existing Roads System-** In order for Oconee County to approve a subdivision site plan, a subdivision plat or a building permit for a subdivision project, the county road or network of county roads that serve said proposed development must be adequate to accommodate any increase in traffic resulting from said proposed development. For all developments consisting of more than ten (10) dwelling units, the developer/subdivider shall submit a traffic impact/road capacity study demonstrating the impact of traffic upon any County road servicing the subdivision, either directly or indirectly. The traffic impact/road capacity study shall be reviewed by the Oconee County Planning Director and County Engineer. In the event that the County Planning Director and the County Engineer determine that the subdivision will increase the average daily traffic (ADT) on a County road to the extent that said road will need to be upgraded to safely accommodate the increase in traffic, improvements to the road must be made in accordance with the Road Classification set forth in the Definitions section of this Ordinance. The developer/sub-divider shall be responsible for all costs (including right-of-way acquisition) necessary to upgrade the road.

6.9 COMMERCIAL AND INDUSTRIAL ROADS AND STREETS AND PARKING AREAS

In addition to residential road requirements put forth in Sections 6.7 and 6.8, the following standards shall be adhered to for commercial and industrial roads.

6.9.1 Rights-of-ways and road widths - The following right-of-way and road widths are established:

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(1) *Right-of-Way*. Minimum width is sixty six (66) feet.

(2) *Roadway Width*. Width is twenty-four (24) feet with twelve (12) foot lanes plus two (2) foot valley gutters or six (6) inch curbing on each side two (2) feet concrete curbing on each side.

6.9.2 Grades:

(a) The minimum grade shall not be less than one percent (1%) and the maximum shall not be more than seven percent (7%).

(b) All proposed street grades, when intersecting an existing street or highway, shall be constructed so as to meet the same horizontal grade at the existing intersection and shall have an elevation for a distance of thirty (30) feet equal to the curb line grade of the existing street to which the proposed connection is being made. All proposed street connections to existing streets or highways having existing sidewalks crossing their intersection alignment shall be constructed by removal of the sidewalk to the new proposed curb radii. This requirement may be reduced by the County Engineer at his discretion, under special conditions.

6.9.3 Horizontal (circular) curves -Where a deflection angle of more than five (5) degrees to the alignment of the street occurs, the right-of-way shall be curved. The minimum horizontal radius of curvature at the centerline of the proposed street right-of-way shall not be less than two hundred fifty (250) feet.

6.9.4 Vertical (crest-sag) curves - Changes in vertical grade shall be connected by vertical curves of minimum length equal to twenty five (25) times the sum of both approaching grades stated in percent of grade. Example: a 5% slope upward meeting a 4% slope downward requires a curve length of $9 \times 25 = 225$ feet.

6.9.5 Intersecting roads and road offsets

RECOMMENDED CHANGES BY PLANNING COMMISSION

(a) *Intersecting roads.* Industrial/commercial roads shall be laid out so as to intersect as nearly as possible at right angles and no road shall intersect any other road at an angle less than eighty (80) degrees.

(b) *Road Offsets.* Where there is an offset in the alignment of a road across an intersection, the offset of the centerline shall be not less than two hundred (200) feet. Under special conditions, the County Engineer may reduce this requirement.

6.2.6 *Cul-de-sacs* - The circular right-of-way radius ~~of sixty (60) feet shall be sixty six (66) feet~~ and paved turning circle ~~of one hundred (100) feet in diameter with the same center point and a radius of fifty (50) feet~~ is required.

6.2.7 *Temperature and weather restrictions on asphalt paving work* -

(a) No hot mix surfacing work shall be performed on wet surface, or when the temperature is below 40 degrees Fahrenheit in the shade and falling or below 35 degrees Fahrenheit in the shade and rising, or when weather conditions are otherwise unfavorable. Unless approved in writing by the County Engineer, no surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be begun before March 15 of each year. Unless approved in writing by the County Engineer, ~~no tar and gravel surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after September 15; and no hot mix surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after October 15.~~

(b) The mixture shall be delivered to the spreader at a temperature between 225 degrees Fahrenheit and 325 degrees Fahrenheit and, except for sand asphalt mixture for base course construction, within 30 degrees Fahrenheit of the temperature set at the plant. Unless approved in writing by the County Engineer, ~~no surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be begun before March 15 of each year. Unless approved in writing by the County Engineer, no tar and gravel surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after September 15; and no hot mix surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after October 15.~~

6.2.8 *Landscaping for Parking Areas*

Peninsula or island type vegetated areas shall be provided for any open vehicular use area containing more than twenty (20) public parking spaces. Landscaped areas shall be located in such a manner as to divide

and break up the expanse of paving and at strategic points to guide traffic flow and directions. The minimum requirement for landscaped areas is fifteen percent (15%) of the total parking area.

6.10

ACCEPTANCE OF ROADS INTO COUNTY ROAD SYSTEM

The following provisions shall apply to the construction of any road intended for future acceptance into the County Road System.

- A. No road shall be accepted by Oconee County for maintenance and incorporated within the Oconee County Road System unless the same be shown and delineated upon a plat of survey duly recorded in the office of the Oconee County Register of Deeds.
- B. A construction plan with sufficient detail, including a cross section of the proposed road, shall be submitted to the County Engineer prior to commencement of construction. No construction shall commence unless plan has been approved by the County Engineer.
- C. A deed granting a right-of-way as specified in this ordinance shall be tendered to Oconee County by the property owner/developer before a road shall be accepted into the County Road System. ~~All rights-of-way shall contain a permanent drainage easement for all water runoff from the road right-of-way as deemed necessary by the County Engineer. It shall be the responsibility of the owner/developer to acquire any necessary drainage easements from private landowners.~~ Upon acceptance of such deed or right-of-way by the county, the owner/developer shall be notified in writing of the fact of such acceptance, and the same writing shall constitute an agreement on the part of the county to maintain and incorporate the said road into its system. The Oconee County Council shall accept or deny the proffered deed or right-of-way for the County upon receipt of certification by the County Engineer that said road has been constructed in accordance with the regulations set forth in this Ordinance.
- D. Prior to acceptance by Oconee County for maintenance and incorporation within the Oconee County Road System, all roads shall meet all road construction standards set forth in this ordinance.
- E. No road shall be accepted into the Oconee County Road System until the surface is treated in a manner and using such materials as approved by the Oconee County Engineer. The County Engineer shall furnish specification requirements upon request. ~~The County Engineer shall be notified by the developer/owner prior to the commencement of any construction, and shall be given periodic progress reports and periodic inspection reports as specified by the County Engineer. Such progress and inspected reports are to include notification of the ending and planned commencement of construction intervals or phases. The County Engineer shall certify in writing to County Council that the road to be accepted into the Oconee County Road System has been constructed in accordance with the regulations set forth in this~~

RECOMMENDED CHANGES BY PLANNING COMMISSION

Ordinance. A copy of the certification shall be sent to the County Administrator.

F. The County may accept a road as a County Road through the creation of a special tax district, a legislatively created administrative division of the county whereby resident freeholders fund, through the collection of uniform fees included on the annual property tax bill, upgrades to existing private roads in order for such roads to meet the standards of and for the purpose of acceptance into the county road system.

H. No expenditures of any public funds shall be made on any road or right-of way which has not been accepted as a County road.

6.11 VARIANCE FROM ROAD STANDARDS

Any variance from these road standards shall be consistent with the intent of this ordinance, and shall be approved in writing by the County Planning Commission.

EXISTING REGULATIONS

6.6 BLOCKS

6.6.1 Residential Block Length - In order that there may be convenient access between various parts of a subdivision and in order to help prevent traffic congestion and undue inconvenience, the length of blocks hereafter established should not exceed eighteen hundred (1,800) feet and shall not be less than six hundred (600) feet, provided, however, that such length may be modified when appropriate due to the topography or physical shape of the property being subdivided.

6.6.2 Residential Block Width - Blocks shall have sufficient width to allow two (2) tiers of lots. Blocks may be one lot in depth at the boundary of the subdivision, or where single-tier lots are required to separate residential development from through vehicular traffic or nonresidential uses.

6.7 PUBLIC ROADS

6.7.1 Continuation of Adjoining Road System - The proposed road layout shall extend existing roads on a logical course at a width which meets the minimum required by this ordinance. A minimum ten to one (10:1) taper section shall be used to transition from one width to another.

6.7.2 Road System Coordination - The road system of a subdivision shall be coordinated with existing, proposed, and anticipated roads outside the subdivision or outside the portion of a single tract that is being divided into lots (hereinafter, "surrounding roads"). Roads shall intersect with surrounding collector or arterial roads at safe and convenient locations and shall connect with surrounding roads where necessary to permit the convenient movement of traffic between residential neighborhoods by emergency service vehicles or for other sufficient reasons. Whenever connections to surrounding roads are required by this section, the road right-of-way shall be extended and the street developed to the property line of the subdivided property (or to the edge of the remaining undeveloped portion of a single tract) at the point where the connection to the anticipated or proposed street is expected. In addition, the permit-issuing authority may require temporary turnarounds to be constructed at the end of such streets pending their extension when such turnarounds appear necessary to facilitate the flow of traffic or accommodate emergency vehicles. Notwithstanding the other provisions of this subsection, no temporary dead-end street in excess of one thousand (1,000) feet may be created unless no other practicable alternative is available.

6.7.3 Private Roads - All private, non-dedicated roads must be indicated as such prior to subdivision approval. Maintenance arrangements for such roads must be stated in writing on subdivision plat submittals. The development shall have direct access into a public road and no such private road may be laid out

EXISTING REGULATIONS

so as to serve property outside the development. Each private road must be indicated as such on all plats.

6.7.4 Road Names - A proposed road which is obviously in alignment with or an extension of an existing named road shall bear the name of the existing road. Except for the above, in no case shall the name of a proposed road duplicate or be phonetically similar to an existing road name, irrespective of the use of suffix (road, avenue, boulevard, drive, place, court, lane, etc.). It shall be unlawful for any person in laying out any new road to name such road on any final plat or instrument, without first obtaining the approval of the Oconee E-911 Addressing Office and the Planning Commission.

6.7.5 Local Roads - Local roads shall be so laid out that their use by through traffic will be discouraged.

6.7.6 Residential Buffers for Collector or Arterial Roads - Where a subdivision abuts or contains an existing or proposed collector or arterial road, the Planning Commission may require that lots which abut or are adjacent to these existing or proposed collector or arterial roads shall face a local road. Other treatment may also be required, as necessary, for adequate protection of residential properties and for separation of through and local traffic. Special treatment may be required, such as screen planting contained in a non-access reservation along the rear property line adjacent to the arterial road.

6.7.7 Road Design (Geometric Criteria) - In general, geometric criteria for road design shall be in accordance with standards of the South Carolina Department of Transportation (SCDOT). Said standards are those contained in the latest edition of "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway and Transportation Officials. Local and collector residential roads (public) shall be designed in accordance with the following standards.

a. Minimum right-of-way and pavement width shall be as follows:

| <u>Road Type</u> | <u>Right-of-Way</u> | <u>Pavement</u> |
|-------------------------|---------------------|-----------------|
| Local (closed drainage) | 50' | 22' |
| Local (open drainage) | 50' | 22' |
| Collector | 50' | 24' |

For high density residential or nonresidential subdivisions or portions thereof, additional right-of-way or pavement width shall be provided when determined as necessary by the Planning Commission or County Supervisor.

EXISTING REGULATIONS

- b. Cul-de-sacs shall not exceed one thousand (1000) feet in length, except where unusual topographic or other physical conditions dictate otherwise, and shall have a turnaround with a minimum diameter of seventy (70) feet to pavement edge and a minimum diameter of one hundred (100) feet to the right-of-way line. Dead-end streets without turnarounds are prohibited.
- c. Horizontal curvature shall be introduced at any change in road direction, and the minimum centerline radius shall be one hundred fifty (150) feet for local roads and two hundred fifty (250) feet for collector roads. Arterial road curvature shall be in accordance with State Highway Department standards. Minimum tangent between reverse curves shall be one hundred (100) feet for local roads, and sixty (60) feet from curve to any intersecting road.
- d. Stopping sight distance on vertical curves shall be at least one hundred fifty (150) feet (25 mph design speed) for local roads and three hundred twenty five (325) feet (45 mph design speed) for collector roads. If a collector road may reasonably be expected to serve more than one subdivision, it shall be designed for at least a fifty five (55) mph design speed (450' minimum sight distances). Minimum sight distance at intersections shall be established by provision of a clear sight triangle right of way measured at least twenty five (25) feet from the intersection of the road right-of-way in either direction which triangle shall be entered upon the final plat prior to recording. Modifications may be required by the County Roads Supervisor in order to insure safety.
- e. Roads shall be designed to intersect as nearly as possible at right angles but no less than seventy five (75) degrees. Minimum radius of curb or pavement edge at intersections shall be at least twenty (20) feet at intersections with local roads and twenty five (25) feet at intersections with collector roads.
- f. Unless necessitated by unusual topographic conditions approved by the County Roads Supervisor, minimum and maximum road grade shall be one percent (1%) and twelve percent (12%) respectively.
- g. Proposed intersections on one side of a road shall coincide with existing or proposed intersections on the opposite side. Minimum centerline offset for intersections on opposite sides of a road shall be one hundred fifty (150) feet. No two roads may intersect on the same side of a road at a centerline separation distance of less than four hundred (400) feet.
- h. Intersections shall be designed with a flat grade whenever practical. In hilly or rolling areas, at the approach to an intersection, a leveling area shall be provided having not greater than a two percent (2%) rate at a

EXISTING REGULATIONS

distance of thirty (30) feet, measured from the nearest right-of-way line of the intersecting street.

- i. Driveways must be at least seventy five (75) feet from the nearest intersection. This requirement may be waived by the County Roads Supervisor for safety or topographic reasons.
- j. If the developer proposes a planted median island, the right of way shall be divided in half for each half of the road (25 feet each side) with the roads centered in the right of way. Oconee County shall not be responsible for any median vegetation. Vegetation within the right of way may be removed by the County if it presents a safety hazard. All planted medians shall be passively drained by methods submitted by the developer and approved by the County Roads Supervisor. A typical type of passive drainage system shall be a 4 inch perforated drain pipe surrounded by a minimum of 1 square foot of washed $\frac{3}{4}$ inch stone with a filter fabric surrounding the stone. The drainage shall be piped away from the median.

6.7.8 Road Construction - In general, all public roads shall be constructed in accordance with the SCDOT "Standard Specifications for Highway Construction" (latest edition) as it relates to earthwork, bases/subbases, paved surfaces, etc., and the following requirements:

- a. Paved road surfaces are required for all new public roads for subdivisions.
- b. The minimum Macadam base course for all roads shall consist of type #2 crushed gravel aggregates compacted on the roadway to a depth of not less than four (4) inches. Compaction of the aggregate shall comply with the standards put forth in Section 6.7.8.1.
- c. Local Roads - When hot mix is going to be applied, specifications for set up and primer are same as for surface treatment. Asphalt shall be applied at no less than one and one half (1 $\frac{1}{2}$) inch compacted of type as specified by the County Supervisor.
- d. Collector Roads - Road base shall include five hundred fifty (550) lbs. of stone per square yard (approx. 5") with two (2) two inch (2") surface course of asphaltic concrete or bituminous paving (triple treatment/type 3) paving.
- e. Industrial/ Commercial Roads - Road base shall include six hundred fifty (650) lbs. of stone per square yard (approx. 6") with two (2) two inch (2") surface course of asphaltic concrete or bituminous paving (triple treatment/type 3) paving.

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- f. Road paving is required for all new nonresidential subdivisions falling under the jurisdiction of this ordinance. Pavement design requirements for non-residential subdivision shall be in accordance with sound engineering principles as outlined in procedures adopted by the American Association of State Highway and Transportation Officials; or the Portland Cement Institute; or the Asphalt Institute. All designs shall be subject to review and approval of the Oconee County Planning Commission. However, in no case shall the paving standard be less than the standard required for new residential subdivisions.
- g. Before grading is started on open drainage local and collector roads the entire right-of-way area shall be cleared of all stumps, roots, brush, and other objectionable materials. All tree stumps and other vegetation shall be removed to a depth of two (2) feet below the subgrade. Rock, when encountered, shall be scarified to a minimum depth of three (3) inches below subgrade. The entire right-of-way shall be graded.
- h. Prior to the start of grading on local (closed drainage) roads, a minimum right-of-way of thirty six (36) feet shall be cleared of all stumps, roots, brush and other objectionable materials. All tree stumps and other vegetation shall be removed to a depth of two (2) feet below the subgrade. Rock, when encountered, shall be scarified to a minimum depth of three (3) inches below subgrade. The entire thirty six (36) feet of right of way shall be graded.
- i. All debris and other material deemed unsuitable by the County Roads Supervisor shall be removed before any dirt or soil is placed in fills. All unsuitable material shall be placed in the embankment for the formation, compaction, and shaping of all embankments, subgrades, shoulders, slopes, intersections, approaches and private entrances to conform to the typical cross section shown on approved road construction plan.
- j. When an embankment is to be on a hillside or against an existing embankment sloping more than twenty (20) degrees from the horizontal, the slope of the hillside or existing embankment shall be plowed deeply or cut into steps before filling is commenced. All embankments shall be formed by placing and spreading the material in successive, uniform, horizontal layers of not more than six (6) inches in depth for the full width of the cross section and shall be kept level by the use of approved equipment. Embankments over and around pipes, culverts, arches, bridges, or other structures shall

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be constructed of materials approved by the County Roads Supervisor.

k. All pipe culverts shall consist of one of the following materials:

- 1) Reinforced Concrete conforming to the requirements of American Association of State Highway Officials (AASHTO) M 170 Class 3 pipe.
- 2) Corrugated metal pipe meeting the requirements of AASHTO M 36.

All pipe culverts shall be of sufficient size to adequately insure proper drainage as determined by the U.S. Soil and Water Conservation Service and as approved by the County Roads Supervisor. Rip-rap shall be installed to the height of the high water mark around the inlet end of all pipe culverts.

l. In the event that the County Roads Supervisor, after consultation with appropriate authorities, deems the crossing of a watercourse to necessitate a bridge, such bridge shall conform to current S.C.D.O.T. specifications for steel reinforced concrete bridges of at least twenty-four (24) feet in width. Such bridges shall be of such elevation as to be approved by the U.S. Soil and Water Conservation Service.

m. All drainage inlets and outlets not accessible from the road right of way must include a permanent easement allowing Oconee County access to and use of adjacent property needed to perform necessary maintenance work. Oconee County will not be responsible for any damage off of the right of way due to high water or flash flood conditions.

6.7.8.1 Compaction and testing - Compaction of subgrade and base courses shall conform to the applicable sections of the latest published edition of the South Carolina Highway Department Standard Specifications for Highway Construction. A maximum of one (1) nuclear compaction test shall be conducted per 0.1 mile of road for all subbase (10 tests per mile of road). These tests will be performed on all areas as directed by the County Roads Supervisor. In addition, a loaded tandem roll test of the subbase will also be performed. A loaded tandem roll test will also be performed upon setup of the base material prior to paving the road. Any substandard materials will be replaced and retested as directed by the County Roads Supervisor. Upon completion of a road, all fills shall be protected by either seeding or rip-rap. All fills of two and a half to one (2 1/2: 1) or steeper shall be protected by rip-rap. Shoulders and other disturbed soil along

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the entire cleared area of the right of way shall be seeded in such a manner as to ensure uniform sod.

6.7.8.2 Inspections - A minimum of two (2) business days notice shall be given for any required inspection. By failure to provide inspection with due notice, the County will be deemed to have waived the inspection requirement for the specific inspection requested. If work is done prior to inspection or without the required notice, it is done so at the Contractor's and Owner's own risk and may, upon decision of the County Roads Supervisor or designee, be required to be removed and redone or have the quality substantiated by any tests deemed necessary. Inspections will be required for the following:

- (1) at the completion of clearing and grubbing operations;
- (2) at the completion of rough grading;
- (3) at the completion of subgrade (all required test results will be reviewed at this time);
- (4) after installation and compaction of base course;
- (5) during final pavement applications;
- (6) final acceptance inspection.

6.7.8.3 Financial responsibility for Maintenance - Following acceptance for maintenance by Oconee County of any road, the developer/owner shall be financially responsible for all maintenance necessary due to deficiencies resulting from initial construction for a period of one (1) year. In order to facilitate the acceptance process, once a road has been substantially completed the developer/owner may request a written punch list from the County Roads Supervisor. The punch list will note the items that must be completed prior to acceptance of the road by Oconee County.

6.7.8.4 Contracts - Notwithstanding any other provision of this section, the owner/developer may utilize an independent contractor to perform road work. In such case, the owner/developer shall be fully responsible to such paving contractor for the work performed by the contractor on said roads. Recognizing that from time to

EXISTING REGULATIONS

time Oconee County may subcontract road work to private firms, the business or individuals and the owner/developer may, upon application to the Supervisor, be included in a general contract covering the particular roads as well as other road work projects. In such case the contractor shall look to the owner/developer for payment for all work performed.

- 6.7.8.5 Financial Liability** - All costs including but not limited to the full cost of the crushed gravel aggregates, including transportation and spreading thereof; the full cost of labor, materials and equipment for surface treatment; the full cost of pipe culverts and/or bridges and installation thereof; seeding and/or rip-rapping; the full cost of providing Oconee County with required deeds of right of way and plats shall be borne by the owner/developer. Oconee County shall not assess any fee to perform inspections required by this ordinance.
- 6.7.9 Half Roads** - Half roads are prohibited. Whenever a road is planned adjacent to the proposed subdivision tract boundary, the entire road right-of-way shall be platted.
- 6.7.10 Road Swales and Channels** - All roadway ditches and channels shall be designed to contain, at minimum, a peak flow from a twenty five (25) year frequency storm. All roadway ditches and channels shall be designed so that the velocity of flow expected from a twenty five (25) year frequency storm shall not exceed the permissible velocities for the type of lining used. Rip rap shall be placed for stops in road drainage swales as instructed by the County Roads Supervisor. Swales shall be stabilized against erosion by grassing with a mixture of Rye and Bermuda grass, or the appropriate grass for the season. Road swales shall be installed at a maximum depth of three (3) feet and be designed to enable mowing by adjoining property owners.
- 6.7.11 Road Maintenance Signs** - Where subdivision roads are not to be dedicated to the State or County for public maintenance, the subdivider shall install and maintain signs at the beginning of the private subdivision roads which state "State/County Maintenance Ends."
- 6.7.12 Roadside Drainage** - Roads may be constructed with drainage swales and six (6) foot wide shoulders at a twelve to one (12:1) slope, provided road grade does not exceed 6 percent. Where road grade exceeds six percent (6%), curb and gutter, paved drainage swales, or rip rap swales shall be provided. Curb and gutter may be roll-type or standard 90 degree curb.
- 6.7.13 Temperature and weather restrictions on asphalt paving work** -

EXISTING REGULATIONS

(a) No bituminous surfacing work shall be performed on wet surface, or when the temperature is below 40 degrees Fahrenheit in the shade and falling or below 35 degrees Fahrenheit in the shade and rising, or when weather conditions are otherwise unfavorable. Unless approved in writing by the County Supervisor, no surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be begun before March 15 of each year. Unless approved in writing by the County Supervisor, no tar and gravel surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after September 15, and no hot mix surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after October 15.

(b) The mixture shall be delivered to the spreader at a temperature between 225 degrees Fahrenheit and 325 degrees Fahrenheit and, except for sand asphalt mixture for base course construction, within 30 degrees Fahrenheit of the temperature set at the plant.

6.1.14 Impact on Existing Roads System- In order for Oconee County to approve a subdivision site plan, a subdivision plat or a building permit for a subdivision project, the county road or network of county roads that serve said proposed development must be adequate to accommodate any increase in traffic resulting from said proposed development. For all developments consisting of more than ten (10) dwelling units, the developer/subdivider shall submit a traffic impact/road capacity study demonstrating the impact of traffic upon any County road servicing the subdivision, either directly or indirectly. The traffic impact/road capacity study shall be reviewed by the Oconee County Planning Director and County Engineer. In the event that the County Planning Director and the County Engineer determine that the subdivision will increase the average daily traffic (ADT) on a County road to the extent that said road will need to be upgraded to safely accommodate the increase in traffic, improvements to the road must be made in accordance with the Road Classification set forth in the Definitions section of this Ordinance. The developer/subdivider shall be responsible for all costs (including right-of-way acquisition) necessary to upgrade the road.

6.8 COMMERCIAL AND INDUSTRIAL ROADS AND STREETS

In addition to residential road requirements put forth in Section 6.7, the following standards shall be adhered to for commercial and industrial roads.

6.8.1 Rights-of-ways and road widths - The following rights-of-way and road widths are established:

(1) *Right-of-Way:* Minimum width is sixty six (66) feet.

EXISTING REGULATIONS

(2) *Rightway Width*. Width is twenty four (24) feet with twelve (12) foot lanes plus two (2) foot valley gutters or six (6) inch curbing on each side.

6.8.2 Grades

(a) The minimum grade shall not be less than one percent (1%) and the maximum shall not be more than seven percent (7%).

(b) All proposed street grades, when intersecting an existing street or highway, shall be constructed so as to meet the same horizontal grade at the existing intersection and shall have an elevation for a distance of thirty (30) feet equal to the curb line grade of the existing street to which the proposed connection is being made. All proposed street connections to existing streets or highways having existing sidewalks crossing their intersection alignment shall be constructed by removal of the sidewalk to the new proposed curb radii. This requirement may be reduced by the County Roads Supervisor at his discretion, under special conditions.

6.8.3 Horizontal (circular) curves - Where a deflection angle of more than five (5) degrees in the alignment of the street occurs, the right-of-way shall be curved. The minimum horizontal radius of curvature at the centerline of the proposed street right-of-way shall not be less than two hundred fifty (250) feet.

6.8.4 Vertical (crest-sag) curves - Changes in vertical grade shall be connected by vertical curves of minimum length equal to twenty five (25) times the sum of both approaching grades stated in percent of grade. Example: a 5% slope upward meeting a 4% slope downward requires a curve length of $9 \times 25 = 225$ feet.

6.8.5 Intersecting roads and road offsets

(a) *Intersecting roads*. Industrial/commercial roads shall be laid out so as to intersect as nearly as possible at right angles and no road shall intersect any other road at an angle less than eighty (80) degrees.

(b) *Road Offsets*. Where there is an offset in the alignment of a road across an intersection, the offset of the centerline shall be not less than two hundred (200) feet. Under special conditions, the County Roads Supervisor may reduce this requirement.

6.8.6 Cul-de-sacs - A circular right-of-way radius of sixty (60) feet and paved turning circle of one hundred (100) feet in diameter is required.

EXISTING REGULATIONS

6.8.7 Temperature and weather restrictions on asphalt paving work -

(a) No bituminous surfacing work shall be performed on wet surface, or when the temperature is below 40 degrees Fahrenheit in the shade and falling or below 35 degrees Fahrenheit in the shade and rising, or when weather conditions are otherwise unfavorable. Unless approved in writing by the County Supervisor, no surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be begun before March 15 of each year. Unless approved in writing by the County Supervisor, no tar and gravel surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after September 15; and no hot mix surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after October 15.

(b) The mixture shall be delivered to the spreader at a temperature between 225 degrees Fahrenheit and 325 degrees Fahrenheit and, except for sand asphalt mixture for base course construction, within 30 degrees Fahrenheit of the temperature set at the plant. Unless approved in writing by the County Supervisor, no surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be begun before March 15 of each year. Unless approved in writing by the County Supervisor, no tar and gravel surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after September 15; and no hot mix surface treatment of a road planned by the owner/developer for acceptance into the County Road System shall be done after October 15.

6.9 ACCEPTANCE OF ROADS INTO COUNTY ROAD SYSTEM

The following provisions shall apply to the construction of any road intended for future acceptance into the County Road System.

- A. No road shall be accepted by Oconee County for maintenance and incorporated within the Oconee County Road System unless the same be shown and delineated upon a plat of survey duly recorded in the office of the Oconee County Register of Deeds.
- B. A construction plan with sufficient detail, including a cross section of the proposed road, shall be submitted to the County Supervisor prior to commencement of construction. No construction shall commence unless plan has been approved by the County Supervisor.
- C. A deed granting a right of way as specified in Section 6.7.7 of this ordinance shall be tendered to Oconee County by the property owner/developer before a road shall be accepted into the County Road System. All right of ways shall contain a permanent drainage easement for all water runoff from the road right of way as deemed necessary by the County Roads Supervisor. It shall be the responsibility of the

EXISTING REGULATIONS

owner/developer to acquire any necessary drainage easements from private landowners. Upon acceptance of such deed or right of way by the county, the owner/developer shall be notified in writing of the fact of such acceptance, and the same writing shall constitute an agreement on the part of the county to maintain and incorporate the said road into its system.

- D. Prior to acceptance by Oconee County for maintenance and incorporated within the Oconee County Road System, all roads shall meet all road construction standards put forth in this ordinance.
- E. No road shall be accepted into the Oconee County Road System until the surface is treated in a manner and using such materials as approved by the Oconee County Supervisor. The County Supervisor shall furnish specification requirements upon request. The Supervisor's Office shall be notified by the developer/owner prior to the commencement of any construction, and shall be given periodic progress reports as specified by the County Supervisor. Such progress reports are to include notification of the ending and planned commencement of construction intervals or phases.
- F. The County Supervisor may promulgate such rules and regulations pertaining to roads and acceptance thereof as he/she deems necessary and desirable providing the rules and regulations are consistent with this ordinance, and apply to all owner/developers in a consistent manner. Any such rules and regulations shall have the full force of law unless revoked by the County Council within thirty (30) days after notification.

6.10 VARIANCE FROM ROAD STANDARDS

Any variance from these road standards shall be consistent with the intent of this ordinance, and shall be approved in writing by the County Supervisor.

6.11 DRAINAGE AND STORM WATER

6.11.1 General Requirements - In most cases the land disturbance permit required by DHEC will have considered the information needed for compliance with this section. However, Oconee County will review the information to ensure that all storm water runoff will be removed from proposed developments in perpetually maintained drainage systems designed to avoid damage to personal property. The Planning Director shall not approve any plat of subdivision which fails to make adequate provision for storm or flood water runoff channels or basins. Storm water drainage systems shall be separate and independent of any sanitary sewer system. Inlets shall be provided so that surface water is not carried across or around any road intersection except where routing around of small volumes is approved in writing by the County Roads Supervisor.

6.11.2 Nature of Storm Water Facilities - The applicant may be required by the

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: November 7, 2006
COUNCIL MEETING TIME: 3:00P.M.

ITEM TITLE OR DESCRIPTION:

Site Certification Funding Assistance for the Fair Play Commerce Center

BACKGROUND OR HISTORY:

The Palmetto Economic Development Corporation through Santee Cooper has offered to pay for the site certification of the proposed Fair Play Commerce Center. This is a much sought after certification and will be the first certified industrial site that we have in Oconee County. Santee Cooper will advertise and select the company that will complete the site certification.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Economic Development Commission applied for this assistance approximately 6 months ago and we have been advised we have been selected for this assistance.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

It is recommended we accept this assistance for site certification. It is valued at approximately \$77,000. This is a great opportunity for Oconee County.


FINANCIAL IMPACT:

This service is free to the county. Our only in-direct cost is providing information to the company that will complete the site certification process.

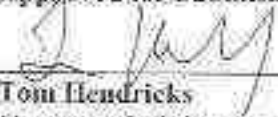
ATTACHMENTS:

A copy of the services to be provided by and the qualifications of Genesis Consulting Group, the company selected by Santee Cooper, are attached.

Submitted or Prepared By:


James W. Alexander
EDC Director

Approved for Submittal to Council:


Tom Hendricks
County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

(C: Clerk to Council)

Atchs: Services to be provided by Genesis Consulting Group
Qualifications of the Genesis Consulting group

EXHIBIT A

The Engineer hereby proposes and agrees to serve as consulting engineers on the Fair Play Commerce Center, Oconee County to obtain certification through the South Carolina Department of Commerce's (SCDOC) Certified Sites Program (hereinafter called the "Project"). The Engineer proposes to assist and advise Santee Cooper as specifically set forth below. The services to be performed by the Engineer under this Agreement are intended solely for the benefit of Santee Cooper. Nothing contained herein shall confer any rights or create any duties on the part of the Engineer toward any person or persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

A. Description of Project

The Project consists of the preparation of documentation and engineering based decision-making associated with the Fair Play Commerce Center for the aforementioned Santee Cooper. This documentation will be consistent with the SCDOC's requirements outlined in the Certified Sites Program. Tasks conducted by the Engineer shall include the engineering services required to obtain a Certification for the Park. Outlined in the following sections are the services offered by the Engineer in association with the completion of the Project.

B. Preliminary Engineering Services

1. Upon notification by Santee Cooper to proceed, the Engineer shall review available existing Master Plan reports, data, environmental studies, and information made available by Oconee County or Santee Cooper.
2. The Engineer will also review existing construction plans and specifications on file with the Engineer to assess previous construction projects in the Park.

C. Site Certification Process

The South Carolina Department of Commerce (SCDOC) prepared the Description, Instruction, & FAQ's for the Site Certification Program. Described in this document are the requirements for attaining certification from the SCDOC. Four (4) levels of certification are identified, as are the requirements for attaining this level of certification. The following services shall be conducted in this item for Certification:

1. Listing and Availability (Level I)- The Engineer will perform the tasks associated with the verification process, including:
 - a. Verify the property owner's willingness to sell and/or ownership of the property.
 - b. Aid Santee Cooper in determining price per acre, current zoning, existing encumbrances or right of ways, fire rating and restrictive covenants associated with the selected properties.
 - c. Prepare exhibits for the Park to confirm the availability of additional mapping, as required by SCDOC.
 - d. Provide a copy of the completed boundary plat of the Park.
2. Infrastructure Availability (Level II)- The Engineer will perform the tasks associated with documenting the availability and capabilities of the infrastructure serving the subject properties, including water, wastewater, electric, natural gas and transportation services. Preliminary Cost Estimates will be developed associated with the proposed water, wastewater and roadway infrastructure improvements required to serve the Park.
3. Determining the Maximum Contiguous Acreage (Level III) - The Engineer will provide a preliminary wetland study (delineation of the wetlands is not required) a phase I Environmental Study and an endangered species/archeological investigation. Level IV Requirements - The Engineer will provide to Santee Cooper a Preliminary Subsurface Investigation study. This report will also be reviewed to aid in the preparation of Preliminary Cost Estimates.
4. The Engineer will coordinate a Seismic Geotechnical Boring Investigation and a Class Rating. This Investigation includes conducting one (1) bore approximately 100 feet deep within the project area and analysis of the resulting soil conditions at that depth. This is to provide information needed to comply with the recently adopted International Building Codes (IBC) by the State of South Carolina. All findings and recommendations will be provided to the County for review and included in the report.

5. The Engineer will also coordinate and deliver a recent aerial photograph of the site on Compact Disc as required by the SCDOC.

L. Submittal of Certification Questionnaires and Report

Upon completion of all engineering services required to attain a Certification, the Engineer will complete the Certification Questionnaires for the site and submit the forms and required supplemental information to Santee Cooper and the SCDOC for review and approval. Upon approval, three (3) copies of the approved packages for the site will be provided to Santee Cooper and one (1) copy to Oconee for information and file.

B. Special Services

In addition to the foregoing services, the following special services may be required:

1. Necessary preparation of sketches, maps, plats, etc. for easements, litigation, or other reasons, shall be provided by the Engineer if requested by Santee Cooper.
2. Other assistance or services as requested by Santee Cooper and not specifically provided for herein.

Reference the Site Certification, Fair Play Commerce Center's Request For Qualifications and the sample LETTER OF AGREEMENT FOR SERVICES FOR SITE CERTIFICATION (OCONEE COUNTY).

Lump Sum Fee:

\$22,000.00

Rates For Added Services

Project Liaison @ \$150.00 per hour
Project Principal @ \$150.00 per hour
Project Manager @ \$110.00 per hour
Senior Project Engineer @ \$105.00 per hour
Project Engineer @ \$85.00 per hour
Design Technician @ \$60.00 per hour
Administration @ \$40.00 per hour

Qualifications for

**SITE CERTIFICATION SERVICES
AT THE
FAIRPLAY COMMERCE CENTER**

Submitted to:

**OCONEE COUNTY
ECONOMIC DEVELOPMENT COMMISSION**



July 2006

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

STATEMENT OF QUALIFICATIONS

INTRODUCTION

The Oconee County Economic Development Commission and other key stakeholders within the Oconee community can best facilitate their goals for fully developing the Fair Play Commerce Center by selecting a respected South Carolina-based consultant such as Genesis Consulting Group to perform various site certification services in accordance with the South Carolina Department of Commerce's Certified Sites Program. Our firm offers the stakeholders the following critical benefits and strengths:



- Extensive familiarity with the site through the involvement of several Genesis Consulting Group employees in the previously completed Master Plan.
- A balanced combination of pragmatic site analysis and infrastructure engineering to rapidly obtain the needed information to meet the SCDOC's program requirements.
- An effective blend of long-range master planning expertise with pragmatic engineering and design services to ensure planned development options for the site meet the demands of the marketplace.
- Other in-house expertise in environmental assessment, utility planning, hydrologic/hydraulic engineering, roadway/parking design, and economic forecasting that will ensure fully integrated services.
- Staff professionals with direct experience with similar site certification services and other office/business/industrial park site planning and infrastructure engineering projects gained through recent work on the Fair Play Commerce Center, the Gateway International Business Park Two, and multiple sites associated with two five-county site certification contracts.
- An experienced and highly qualified project team focused on pragmatic, realistic, and fully measurable services to leverage the strengths of the site to serve as an engine for area economic development.
- Established contacts and strong relationships with Key County stakeholders, regional economic development resources, and state-level entities such as the South Carolina Department of Commerce, the South Carolina Manufacturers Alliance, the South Carolina Chamber of Commerce, and the South Carolina State Board for Technical and Comprehensive Education.
- A vested interest in the sustained development and growth of South Carolina communities and their impact on regional, national, and international economies.
- A commitment to adhering to the project budget and schedule constraints, including immediate mobilization for the site certification effort.

Genesis Consulting Group offers the Oconee County Economic Development Commission exactly that combination of needed expertise/capabilities, and we are pleased to provide our qualifications for consideration for this important certification initiative. Our team provides experienced planning, development, and engineering resources that are focused on collaboration, consensus-building, and implementable measures based on market conditions. Furthermore, we are fully capable of meeting aggressive timeframes for the completion of the professional services based on our available resources, collective technical-area expertise, directly relevant experience with similar initiatives, and familiarity with the key issues facing the site and region.

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

FIRM EXPERIENCE AND PROFESSIONAL QUALIFICATIONS

Genesis Consulting Group – In June of 2006, SC-based Genesis Consulting Group officially began business operations from its headquarters office on Lady Street in downtown Columbia. Founded by four highly respected professionals with combined experience of over 115 years, Genesis Consulting Group offers its clients turnkey expertise in a variety of engineering, economic development, and development planning specialties. The group's primary areas of expertise include:

- Comprehensive site planning and general civil engineering services (including site certification in accordance with SCDOC requirements)
- Water resources planning, stormwater management, and stormwater system design
- Water and sewer system design, treatment systems, and other municipal engineering services
- Integrated economic development consulting and strategic planning

As a full-service professional firm, Genesis Consulting Group's mission is to leverage the capabilities of its principals and professional staff to provide public and private clients with innovative and integrated consulting solutions. The group is focused on outcome-based processes for client challenges that creatively combine technical elements from each service offering. The group is further committed to the highest standards of professionalism, ethical business practices, and effective solutions for its clients that result in repeat business.

Genesis Consulting Group's founding members consist of president James B. Morris, Jr. – a distinguished leader in the economic and industrial development field – and principals A. Carroll Barker, David K. Braudus, PE, and J. Edward Schaefer, PE – three well established engineering and development professionals. The firm's total staff will include 18 professionals by the end of June 2006.

GENESIS CONSULTING GROUP – SITE DEVELOPMENT CAPABILITIES

As noted above, Genesis Consulting Group offers comprehensive site planning and general civil engineering services. The firm's resources provide the entire range of planning, engineering, and other site infrastructure services for our clients' projects. These projects include high-profile county and city developments, transportation systems/facilities, economic development initiatives, educational facilities, industrial parks, business parks, office complexes, shopping and retail centers, residential developments, resort developments, recreational facilities, rail access spurs, access roads, and solid waste facilities. The specific site development services offered by Genesis Consulting Group include:

- Master planning and general site/facility civil engineering services
 - Community planning and community/public involvement
 - Land development planning
 - Office, business, and industrial park development
 - Market analyses and feasibility studies
 - Central business district and urban renewal plans
 - Recreation and resort property developments
 - Campus planning for educational, medical, and other institutions
 - Zoning ordinance review and other land use regulation services
- Facility planning and design
- Utilities design, relocation, and coordination
- Design engineering for parking lots, access roads, and railway spurs
- Site analysis/asset evaluation

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

- Site certification
- Feasibility analyses
- Environmental studies
- Traffic access and circulation
- Wetlands delineation/mitigation
- Permit coordination
- Solid waste management, facility permitting, and other solid waste services

The diversity of our in-house capabilities allows the firm to understand the complex relationships between community objectives and requirements, land use, and local/regional development. Our staff provides strong analytical capabilities combined with pragmatic engineering to ensure the most effective project solutions.

PROJECT RESOURCES

Genesis Consulting Group is proposing a team of well-qualified professionals to support the Oconee County Economic Development Commission with this site certification effort. We strongly believe the professional personnel we are proposing for this project are exceptionally well qualified to provide the required services. Our resources possess significant experience performing relevant and practical site engineering, including a long history of completing projects within budget and under accelerated schedules. These individuals excel in their respective technical specialties and have been specifically chosen for their combined abilities in project management, public input/stakeholder analysis, existing condition review, infrastructure engineering, and other key technical areas required for this project.

Provided below are brief overviews of the experience and qualifications of key staff members. Full-length resumes are available upon request.

PROPOSED PROJECT PERSONNEL

James R. Morris, Jr., Ed.D. (Genesis Consulting Group) – President & CEO
Proposed Role: Project Engineer

Dr. Morris is the President and CEO of Genesis Consulting Group, and over his 40+ year professional career has become a distinguished and recognized leader in the economic and industrial development field. Dr. Morris possesses specific expertise in working with public- and private-sector clients on site development and other economic development efforts. He has worked closely with clients, financial institutions, and public officials to advance public/private partnership developments and innovative strategic plans. In his most recent role before co-founding Genesis Consulting Group, Dr. Morris served as a senior vice president with Wilbur Smith Associates and was responsible for the firm's infrastructure and facilities group. As part of Wilbur Smith Associates' senior management team, Dr. Morris was instrumental in concentrating the firm's talents in various industrial, municipal, and economic development areas.

Prior to joining Wilbur Smith Associates, Dr. Morris served as the Chief of Staff for the South Carolina Department of Commerce where he was instrumental in all facets of South Carolina's industrial recruitment and economic development. He was previously the Executive Vice President of the South Carolina Manufacturers Alliance and the first Executive Director of the Central Carolina Economic Development Alliance. He also served as Executive Director of the South Carolina State Board for Technical and Comprehensive Education and as President of Midlands Technical College and Sumter

Qualifications for
**SITE CERTIFICATION SERVICES AT THE
FAIRPLAY COMMERCE CENTER**

Area Technical College. As a result of his professional accomplishments, Dr. Morris has received numerous honors and awards, including the Order of the Palmetto (South Carolina's highest civilian award) in 1994 and the International Ambassador of the Year Award in 1998 from the Committee of 100 of the Central Carolina Economic Development Alliance.

*David K. Brandes, PE – (Genesis Consulting Group) Principal & Director, Site Development Services
Proposed Role: Project Director*

Mr. Brandes is a principal and co-founder of Genesis Consulting Group and directs the firm's site development services for both public- and private-sector clients. As project principal, Mr. Brandes provides the appropriate executive-level oversight and corporate commitment for our proposed professional resources and functions as a resource for the strategic direction of master planning efforts. He further ensures that projects are performed in a manner consistent with client objectives and expectations.

Mr. Brandes is a registered professional engineer in South Carolina and possesses more than 18 years of technical experience in infrastructure planning, site development, and community development initiatives. These initiatives have included services for community redevelopments/revitalizations, industrial/business parks, manufacturing facilities, recreational facilities (including pedestrian/bikeway trails), educational facilities, office complexes, retail/wholesale facilities, and residential/mixed-use housing developments. Mr. Brandes further possesses extensive experience in utility design (including water, sewer, and other facilities), as well as designs for access roads and rail spurs. As an employee of Wilbur Smith Associates beginning in 1987, Mr. Brandes most recently served as a vice president and director of the firm's site development division.

With Genesis Consulting Group, Mr. Brandes is overseeing the completion of planning services for two residential developments for a private developer, as well as for a retirement community. In relation to other recent site development and land use planning while employed with Wilbur Smith Associates, Mr. Brandes led the multidisciplinary engineering services effort associated with the redevelopment of the Rosewood Hills site in Columbia in accordance with the comprehensive master plan for the area. He also managed the Ridgewood Neighborhood revitalization project for Richland County, as well as the Five Points sewer rehabilitation. He previously completed the Columbia (Owens) Master Plan (for the SC Development Corporation and the Columbia Empowerment Zone), has provided development services for multiple sites for CMREA, and assisted with the relocation of the SC State Farmers Market.

*Dr. Paul Gilbert (Genesis Consulting Group) – Director of Planning
Proposed Role: Project Manager*

Mr. Gilbert is the director of planning for Genesis Consulting Group with responsibility for leading high-profile master planning and development efforts. He joined the firm in June of 2006 after serving as Wilbur Smith Associates' South Carolina-based planning and land development director for two years. Mr. Gilbert possesses a total of more than 30 years of experience in economic development, community planning, strategy development, and commercial/residential land planning. He offers technical expertise in all facets of public/private-sector economic and community development, including development economics, project financing, "deal structuring," and program marketing. Throughout his career, Mr. Gilbert has held a number of executive-level positions in the economic strategy and land development industry, including serving as the executive director of the Cecil County (Maryland) Office of Economic Development; the executive director of the Harford County (Maryland) Office of Economic Development; president and CEO of a private land development corporation; and executive vice president

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

of the Baltimore Economic Development Corporation. Mr. Gilbert also holds a master's degree in city and regional planning from Clemson University.

While employed with Wilbur Smith Associates, Mr. Gilbert led several complex planning projects for the firm, including an Advance Planning Study for Fort Jackson and McIntire ANG Base, a Shaw AFB Base Assessment and Regional Diversification Study for the City of Sumter, and an Economic Development Strategy Study for Santee-Cooper. He also supported two five-County site certification projects. Prior to his work with Wilbur Smith Associates, Mr. Gilbert spearheaded the development of County-wide strategic plans that entailed establishing goals/policies, determining specific and feasible initiatives, and facilitating program implementation. He has further experience in partnering with municipalities and utility providers in the implementation of infrastructure expansion programs linked to economic development objectives. As a "real world" developer, he planned and implemented development for four separate business and industrial parks totaling well over 2,000 acres. One of these parks – the 1,725.2-acre Riverside Business Park mixed-use development – included planning for 450 acres of industrial parks, over 3,000 residential units, a shopping center, four hotels, and other retail services. His services included arranging public- and private-sector financing; bidding and managing infrastructure construction; planning and implementing marketing and advertising plans; negotiating land sales and leases; and construction of speculative shell buildings and build-in-suit projects. The Riverside project was cited as a model for development in the County, and Mr. Gilbert received a proclamation from the County Executive and County Council for his commitment to economic development, community involvement, and environmental sensitivity.

Earlier in his career, Mr. Gilbert was instrumental in the redevelopment of U.S. Army Fort Holabird (Baltimore, MD) into the Holabird Industrial Park and was a founder and former member of the Board of Directors of the Army Alliance – created to protect Aberdeen Proving Ground (Aberdeen, MD) from closure through the BRAC initiative. He was further a member of the Board of Directors of the Bainbridge Development Corporation that guided the redevelopment of the former Bainbridge Naval Training Center (Punt Deposit, MD). As the president and CEO of BIC Properties, Inc., Mr. Gilbert was responsible for overseeing the planning and development of a 1,700-acre mixed-use "Riverside" community in Harford County, MD. This community included a business park, a corporate center, a shopping center, and 2,700 residential units. Since 1999, he has served on the board of directors for the Bainbridge Development Corporation.

*Kevin R. Krick, PE (Genesis Consulting Group) – Senior Project Manager
Proposal Role: Site Certification and Site Civil Engineering*

As a senior project manager for Genesis Consulting Group, Mr. Krick possesses seven years of experience in master planning, site planning, and design services as both as a technical resource and as a project/technical area manager. His primary duties include integrating resources performing elements of master planning, land use planning, and other development projects. Mr. Krick's specific technical expertise includes site development design and planning for office/business/industrial parks, community developments, and educational institutions, as well as all aspects of solid waste management. Mr. Krick is currently the President of the South Carolina Palmetto Chapter of the Solid Waste Association of North America (SWANA) and was named the 2004 SC Young Engineer of the Year by the American Society of Civil Engineers (ASCE).

Before joining the firm in June of 2005, Mr. Krick was employed for over three years as a project manager/engineer with Wilbur Smith Associates. During that time, his experience included project engineering, planning, and evaluation for two multi-county site-certification contracts, the Lexington

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West Industrial Park in Batesburg-Leesville, SC, the Columbia Owens Master Plan in Columbia, SC, and the Lakelands Commerce Center Master Plan in Abbeville, SC. A select listing of site development projects for which Mr. Kriek provided site engineering include each of the following:

- Fair Play Commerce Center Master Plan, Duane County, SC
- Ridgewood Neighborhood Revitalization Planning, Richland County, SC
- Certified Sites Program (Edgefield, Abbeville, Greenwood, McCormick & Saluda Counties, SC)
- Certified Sites Program (Chester, Cherokee, Fairfield, Laurens & Union Counties, SC)
- Rosewood Hills Residential Development Site Engineering, Columbia, SC
- Batesburg-Leesville Industrial Park Master Plan, Batesburg-Leesville, SC
- CMRTA Headquarters Facility Conceptual Site Layout, Columbia, SC
- Dillon County Detention Center Additions and Renovations Site Design, Dillon, SC
- Lakelands Commerce Center Master Plan, Abbeville, SC
- Columbia Owens Master Plan, Columbia, SC

*Pat Gambill, PE (Genesis Consulting Group) – Senior Project Manager
Project Role: Stormwater Management*

Mr. Gambill joined Genesis Consulting Group in June of 2006 to provide lead technical management for the firm's water resources services projects. Prior to joining the firm, Mr. Gambill served as the technical manager of Wilbur Smith Associates' water resources division and worked previously with the NRCS (formerly the SCS). Mr. Gambill holds an M.S. in civil engineering and possesses over 13 years of experience in all aspects of water resources and hydrology/hydraulic design services, with a particular emphasis on roadway, bridge, and other transportation projects. He is a registered professional engineer in South Carolina and Georgia, and has extensive experience in identifying and modeling stormwater systems, as well as developing concept designs to correct specific hydrology/hydraulic issues. While with Wilbur Smith Associates, Mr. Gambill's experience included stormwater and roadway drainage design for SC 802 in Beaufort, supervision for a drainage study for the Beach City Road/Hilton Head Airport, and roadway drainage/stormwater management for the Main Street Connector in North Myrtle Beach and SC 5 in York County. He also designed stormwater facilities and roadway drainage structures for interchanges and approaches for the new Arthur J. Ravenel, Jr. Bridge over the Cooper River. Mr. Gambill has further provided NPDES compliance services for multiple roadway and bridge construction projects and served as the environmental manager for the I-85 Access Improvement design-build project near Spartanburg. In addition to NPDES compliance, his experience includes regional and site-specific detention and retention ponds, creek mitigation, and wetlands mitigation, in addition to functioning as project manager and lead engineer for development of numerous stormwater management plans.

J. Edward Schooler, PE (Genesis Consulting Group) – Principal & Director, Municipal Engineering Services

Project Role: Water Supply and Other Utility Engineering

Mr. Schooler is a principal and co-founder of Genesis Consulting Group and directs the firm's municipal engineering services for both public- and private-sector clients. Mr. Schooler is a registered professional engineer and a certified wastewater treatment plant operator in South Carolina with 30 years of experience in civil and environmental engineering. Mr. Schooler was most recently a vice president and director of Wilbur Smith Associates' municipal services division following more than 10 years as a program manager for industrial services, and as a senior project manager for municipal and environmental engineering services, with Columbia, SC-based B.P. Harco & Associates, Inc. In these roles, he provided

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

appropriate executive-level oversight and corporate commitment for water/sewer engineering projects and functioned as a resource for the strategic direction of the municipal services projects.

Prior to then, Mr. Schoeler gained an additional 18 years of industry experience with several firms in the Columbia, SC, area. Mr. Schoeler's specific technical expertise includes significant experience managing projects within the following technical areas: wastewater treatment facilities; water distribution and other utility systems; wastewater collection systems; major pump stations; industrial waste projects; environmental compliance plans; air quality projects; GPS/GIS databases; facilities planning studies; and financial planning studies.

EXPERIENCE AND QUALIFICATIONS IN SITE CERTIFICATION AND OTHER SITE PLANNING SERVICES

The professional resources of the Genesis Consulting Group enjoy well-established reputations as leaders in the planning and design of educational, office, business, and industrial sites/campuses. Our staff of planners, engineers, economic development specialists, and related professional and technical personnel provides comprehensive consulting services for every stage of site development. While employed with former firms (specifically and primarily Wilbur Smith Associates) these professionals have provided professional services on the following recent development initiatives:

- Fair Play Commerce Park for Oconee County, SC
- Gateway International Business Park Two for the Greer Development Corporation
- Two five-county Certified Sites Programs coordinated through Chester County and Edgefield Counties, SC
- The Florence-Darlington Technical College Technology Mall and adjacent Industrial Park
- Nationwide On-call Site Development Services for Hastings Entertainment
- Lakelands Commerce Center – 72 Business Park for the Abbeville County Development Board
- Batesburg-Leesville Industrial Park (formerly Lexington West Industrial Park) – Rose Site for Lexington County, SC
- Pro-ano planning work for "Project Spider" in Blythewood, SC, for the Central Carolina Alliance
- Columbia Owens Master Plan project performed for the South Columbia Development Corporation and Columbia Empowerment Zone
- 161-acre Lancaster Business Park near the North Carolina border
- Rosewood Hills site engineering project performed for the Columbia Housing Authority

Our professional staff has provided planning and engineering services for dozens of development projects, ranging in size from 10-500 acres to well over 1,500 acres. Further details of specific project experience are provided in the Past Record of Performance on Similar Projects section.

GENESIS CONSULTING GROUP PROJECT EXPERIENCE

Provided in this section are examples of projects relevant to the master planning services required for this project. Please note that the majority of these projects were performed by Genesis Consulting Group staff while employed by other firms. *However, each of the projects selected below entailed significant involvement by key personnel proposed for this project.*

Certified Sites Program (Edgefield, Abbeville, Greenwood, McCormick & Saluda Counties)

As employees of Wilbur Smith Associates, current Genesis Consulting Group employees provided site certification services in accordance with the South Carolina Department of Commerce's Site Certification Program for Edgefield County, SC (acting on behalf of five participating counties – Edgefield, Abbeville,

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

(Greenwood, McCormick, and Saluda County). The purpose of the program was to compile specific information for potential developers regarding various industrial sites within the participating counties. All engineering services and documentation compilation necessary for the identified sites to obtain "Level IV" certification status through the SCDOC's program were provided.

Engineering specialties required for the assessment/certification process as delineated in the SCDOC Site Certification Program included the following:

- General site planning
- Zoning, right-of-way, encumbrance, lien, judgment, and restrictive covenant investigations
- Fire rating investigations
- Boundary and topographical surveying
- Mapping
- Water and wastewater capacity analysis
- Utilities and other infrastructure investigations, feasibility studies, and documentation
- Site usability analysis
- Environmental studies and investigations (preliminary wetlands studies, Phase I Environmental Studies, endangered species/archeological investigations)
- Geotechnical studies/explorations
- Aerial photography, graphics, and/or visualization

One sites were identified and certified, master and land-use plans were prepared were several individual sites.

Certified Sites Program (Chester, Cherokee, Fairfield, Laurens & Union Counties)

As employees of Wilbur Smith Associates, current Genesis Consulting Group employees provided site certification services in accordance with the South Carolina Department of Commerce's Site Certification Program for Chester County, SC (acting on behalf of five participating counties - Chester, Cherokee, Fairfield, Laurens, and Union County). This project consisted of essentially the same services described for the five-county certified sites program coordinated by Edgefield County that is discussed above.

Under this contract, current Genesis Consulting Group resources certified the 250 acres of Spartanburg-Cherokee Industrial Park located on the Cherokee County side.



Advance Planning Study for Fort Jackson & McEntire Air National Guard Base Central Midlands Council of Governments

As employees of Wilbur Smith Associates, current Genesis Consulting Group employees provided planning services associated with the preparation of a three-part advance planning study for Fort Jackson and McEntire Air National Guard Base - two military installations located within Richland County.

The three-part study consisted of the following elements:

- A conceptual mixed-use base redevelopment plan for both facilities (including assessments of physical capabilities and environmental issues/impacts)

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

- A stakeholder analysis of Richland County relating to base reuse/redevelopment (to determine viable entities to function as a local redevelopment authority)
- An economic base analysis of Richland County (to determine strengths/weaknesses of economy sectors relative to the national economy and to identify opportunities for implementing state- and regional-level economic cluster strategies through base redevelopment)

Genesis Consulting Group employees were primarily involved in the completion of the first two parts of the study, with limited support of the third part. The impetus for the study stemmed from the potential closure of up to 30% of the nation's military bases through the next round of shutdowns under the Base Realignment and Closure Act (BRAC). To help fund contingency planning for Fort Jackson and McEntire Air National Guard Base, the US Department of Defense awarded a planning grant to CMCOG.

The conceptual base redevelopment plan and stakeholder analysis was completed in May of 2005. The economic base analysis was completed in September of 2005.

Batesburg-Leesville Industrial Park of Lexington County (formerly Lexington West Industrial Park)

Central Carolina Economic Development Alliance and Lexington County, South Carolina

As employees of Wilbur Smith Associates, current Genesis Consulting Group employees assisted the Central Carolina Economic Development Alliance and Lexington County in the preparation of a Master Plan for the 175-acre Batesburg-Leesville Industrial Park (formerly the Lexington West Industrial Park) located near Batesburg-Leesville in rural South Carolina. The purpose of the plan was to provide an evaluation of the site and a proposal for various site infrastructure improvements. The Master Plan included examination of all factors listed within the South Carolina Department of Commerce's Site Certification Program to achieve Level IV certification.

The Master Plan encompasses the following key elements of the site:

- Existing Site Characteristics
- Existing Industries
- Topography
- Geotechnical Characteristics
- Wetlands and Endangered Species
- Existing Utilities
- Traffic and Road Access
- Lot Layout
- Storm Water Management
- Landscaping and Curb Appeal
- Covenants and Restrictions

The Master Plan further addressed environmental concerns and existing geotechnical, transportation, utility, and other infrastructure factors associated with the site. The plan both evaluates existing amenities and makes recommendations for improvements to the park to make it more attractive to industry. The site plan takes into account access, topography, lot layout, and environmental issues for creation of a development plan for the site. The final plan was completed in 2005.

Gateway International Business Park Two – Land Development Services

Under a Wilbur Smith Associates contract with Greer Development Corporation, current employees of Genesis Consulting Group provided land development services for the Gateway International Business

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

Park Two located in Greer, SC. The initial services for the project consisted of preliminary site investigations and obtaining detailed data regarding the existing infrastructure available for the site. For example, data was compiled regarding the following utility infrastructure: water, wastewater, electricity, natural gas, and telecommunications.

The entire scope of services for the project included:

- Project Planning and Initial Site Investigation
- Base Map Development - Preparation of Project Base Map in AutoCAD Format to Serve as Background for Plan Production/Presentation Drawings
- Field Observations to Verify Site Information Matches Actual Site Conditions
- Identification of Supplemental Field Surveys/Research to Update Available Base Information (w/ Cost Estimates)
- Inclusion of Site Boundary Delineation, Topographic Data, Adjacent Roads, Known Utilities, Water Features, Etc., on Base Map
- Preparation of Project Base Map in Format Graphically Suitable for Public Review/Presentations
- Review/Research of Existing Utility Surveys
- Investigation of Required Utilities in 3-Mile Radius to Determine Most Economically Feasible Means of Serving the Site
- Summary Report of Utility Availability
- Preparation of Utility Plan(s) to Graphically Depict Known & Planned Utilities
- Preliminary Investigations with Local/State DOTs related to Access Issues (Current/Future Interstate Access & Connecting Roadways)
- Research and Obtain Available Plans for Proposed Roadway Widening or Realignments Impacting Development of the Property
- Master Planning, Including Site Analysis, Detailed Walk-Throughs, and Site Inventory Analysis Plans (Graphic Depiction of Development Constraints/Opportunities w/ Narratives)
- Detailed Summary of State/Local Development Regulations and Applicability to Development of the Site
- Preliminary Master Plan, Including Preparation of Concept Plans for Park Development
- Presentation of Concept Plans to Evaluation Committee
- Preparation of Preliminary Infrastructure Construction Cost Estimates w/ Phasing Based on Preliminary Master Plan Concept
- Development of Site Imaging/Design Concepts (Perspective Sketches, Sections, Renderings)
- Public Meetings and Government Agency Coordination
- Preparation of Final Master Plan and Presentation
- Preparation of Final Cost Estimates and Recommended Implementation Schedule by Phases
- Assist in Development of an Outline for Design Guidelines and Covenants (to Serve as Framework for Future Legally Binding Document)

Master Plan for the Fair Play Commerce Center, Oconee County, South Carolina

As employees of Wilbur Smith Associates, current Genesis Consulting Group employees provided Oconee County, SC, with all services related to the preparation of a Master Plan for the Fair Play Commerce Center project in Fair Play, SC. This initiative is part of Oconee County's objective to increase the amount of available land for industrial development within the County borders. For this purpose, the County put under its control a tract of land comprised of approximately 400 acres located one mile north of Fair Play on SC Highway 59. The County intends to create a general purpose industrial park to expand the opportunities for economic development within the area.

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

The purpose of this master planning effort was to develop a comprehensive package describing site conditions, regulatory issues, and engineering issues related to the development of the property. Specific scope elements for developing the plan included the following:

- Site investigation, including base mapping, field investigations, and surveys
- Utility research and preparation of a utility plan
- Access/DOT coordination
- Detailed site analysis and summary of state/local development regulations
- Preliminary master planning and concept development with cost estimates
- Final Master Plan development based on review input/comments
- Development of site-specific design guidelines and covenants

Specific services provided to complete the above tasks consisted of project management/oversight, surveying/mapping, GIS services, geotechnical engineering, environmental services, civil engineering (including storm water drainage planning), and utility planning. Value-added services in economic analysis/development, transportation planning, and traffic engineering were also provided. Services specifically provided by current Genesis Consulting Group employees included project management, civil engineering, utility planning, and economic analysis/development.

Lakeland Commerce Center (72 Business Park) – Abbeville County Development Board

As employees of Wilbur Smith Associates, current Genesis Consulting Group employees developed for the Abbeville County Development Board a Master Plan for an approximately 135-acre site near Abbeville, South Carolina. The preliminary stages included certifying the site through Level IV in accordance with the SCDOC Site Certification Program. Other project tasks included the preparation of the Master Plan that outlines existing site characteristics, existing transportation infrastructure, available utilities, an analysis of Strengths, Weaknesses, Opportunities, and Threats, and recommendations for development.

The conceptual master plan was developed so that the existing property could be subdivided into desirable industrial/business parcels served by new roadway and utility infrastructure. Marketing materials such as large-scale color renderings and aerial photographs, as well as an evaluation of funding options, were also prepared. Following the completion of the Master Plan, the Development Board was assisted in obtaining approximately \$350,000 in Rural Infrastructure Fund (RIF) grant funding for Phase I of this project – which represented a five-fold return on investment for the master planning contract fee.

Site Development Services for Park Central Complex

Client: NAI Avant

As employees of Wilbur Smith Associates, current Genesis Consulting Group employees provided various site development services for commercial real estate company NAI Avant for a proposed \$30-million medical office project in Columbia, SC. The project called "Park Central" will be located on 24 acres at Sunset Drive and SC 277 near the Palmetto Health Richland Campus.

The property was once considered by the Central Midlands Regional Transit Authority (CMRTA) as a potential site for the relocation of the CMRTA bus barn and headquarters, but those plans were met with neighborhood opposition. The current plans call for 17.5 acres to be subdivided into lots for sale, ranging in size from approximately one to three acres. The remaining acreage will be preserved as green space.

NAI Avant was provided with a master plan for the site and a conceptual drawing of site layouts. The master plan included protective covenants, architectural review, landscaping, and signage. Site

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

infrastructure denoted by the plan included roadways, streetlights, curbs and gutters, water and sewer utilities, electric utilities, fiber optics, and telephone service. The conceptual drawing detailed 11 potential buildings ranging from one to three stories. Currently, the plan calls for ground parking only, although a parking deck may be developed in the future. Work included provisions for future storm water treatment areas located as part of the existing floodplain floodway for the area.

The "Park Central" project is intended to meet the need for new medical/office sites in the downtown areas near Palmetto Health Richland, Palmetto Health Baptist, and Providence hospitals.

On-Call Contract for Economic Development Services Marion County, SC

As employees of Wilbur Smith Associates, current Genesis Consulting Group employees provided various services under an on-call contract for economic development and related services. This two-year contract executed in March of 2006 allowed the County to retain the full range of economic development, engineering, and other analysis services on an as-needed basis. Specific services listed in the agreement included:

- Economic Impact Studies
- Fiscal Analyses
- Project Feasibility
- Project Financing
- Cost/Benefit Analyses
- Impact of Local Incentives
- Industrial/Commercial Site Analyses and Certifications
- Environmental Assessment
- Industrial Park Planning
- Site Planning
- Engineering Studies
- Engineering Design
- Economic Development Strategic Planning
- Target Industry Studies
- Economic Development Marketing Strategies and Plans
- Workforce Development Strategies
- Prospect/Developer Preparation and Negotiations
- Preparation of Presentations
- Community Involvement Strategies and Facilitation

Two separate task orders were awarded under the contract covering the development of a marketing strategy and plan for the county, as well as various marketing services for a future retirement community development.

Marketing Services for a Retirement Community Marion County, SC

As Addendum #1 to the on-call services agreement with Marion County for economic development services consisted of a task order for providing a variety of marketing services for a future retirement community to be located in Marion County. The purpose of the task order was to obtain expressed interest from at least one experienced retirement community developer for the implementation of a previously formulated community concept. Initial tasks under the addendum included the following:

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

- * Task 1 – Meet with at least three developers to discuss the project parameters, developer responsibilities, and the level of assistance to be provided by the County.
- * Task 2 – Preparation of a fiscal impact analysis (quantitative and qualitative) based on the proposed scope of the development project and the range of assistance requested by the developers.
- * Task 3 – Identification of any organizational, legal, and/or legislative issues (and recommendations for addressing these issues).

Once the County determined that at least one developer project was feasible and acceptable, assistance was provided to the County and the developers for the preparation of "unsolicited" developer proposals. Submitted proposals were then evaluated to ensure compliance with the earlier analyses. A preferred proposal for the retirement community was determined that represented the best economic interests of the County. A formal proposal process to solicit proposals from multiple developers on a competitive basis was then coordinated. Received proposals were evaluated, and selection recommendations were provided to the County.

Marketing Strategy and Plan Marion County, SC

As Addendum #2 to the existing on-call services agreement with Marion County consisted of a task order for developing a County-wide marketing strategy and plan. The intent of the task order was to assist the Marion County Economic Development Commission in assessing local and regional strengths and weaknesses; potential threats and opportunities; and expressed community visions and vision goals in order to prepare a marketing strategy and plan that promotes desired economic investment, expands the local tax base, facilitates job creation, and contributes to and enhances the overall quality of life in the County. The completed plan includes short-, medium-, and long-term initiatives that will enable the Economic Development Commission to take advantage of available opportunities and funding that are consistent with sustained, comprehensive program planning.

City of Sumter – Regional Diversification Strategy

As employees of Wilbur Smith Associates, current Genesis Consulting Group employees provided to the City of Sumter and the Sumter Planning Commission a preliminary assessment of the physical, environmental, economic, financial, and marketing feasibility for the potential mixed-use redevelopment of Shaw AFB and associated properties as a contingency planning initiative related to the next round of shutdowns under the Base Realignment and Closure Act (BRAC). Specific elements of the assessment included analysis of the following:

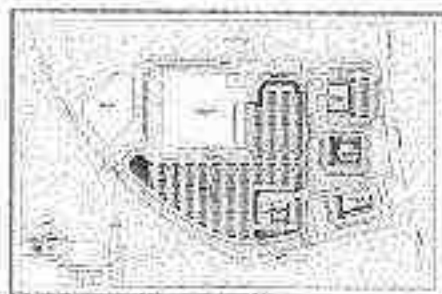
- * Physical capabilities of the sites
- * Environmental issues and impacts
- * National, regional, and local market analysis of the sites
- * Financial analyses
- * Economic impact analyses
- * Preliminary redevelopment plans and recommendations

The contract further included the preparation of a regional diversification strategy and detailed action/implementation plan to initiate economic development that will bring jobs paying at least the state weekly average to the Sumter, Lee, Kershaw, and Clarendon (SEKC) region.

SITE CERTIFICATION SERVICES AT THE FAIRPLAY COMMERCE CENTER

General Electric Retail Development Evaluation, Florence, SC

As employees of Wilbur Smith Associates, current employees of Genesis Consulting Group assisted The General Electric Company in evaluating the potential development of approximately 25 acres adjacent to its current Florence, SC, facility near the intersection of Interstate 95 and Interstate 20. A conceptual site master plan for retail development including a "big box development," two restaurants, a small retail store, and a bank was developed. The project also included an evaluation of the local zoning requirements, water and sewer requirements, and estimated construction costs to develop the infrastructure.



AGENDA ITEM SUMMARY
OCONEE COUNTY COUNCIL, WALHALLA, SC
COUNCIL MEETING DATE: NOVEMBER 7, 2006
COUNCIL MEETING TIME: 3:00 P.M.

ITEM TITLE OR DESCRIPTION:

Request approval to accept financial assistance from the Palmetto Economic Development Corporation for development of an Economic Development Strategic Plan.

BACKGROUND OR HISTORY:

The Economic Development Commission has recommended the preparation/update of a County-wide Strategic Plan for Economic Development.

SPECIAL CONSIDERATIONS OR CONCERNS:

A Strategic Plan for Economic Development assesses past and present efforts and integrate those programs and activities that have proven successful with new strategies and initiatives in order to continue existing momentum and potentially take the County's economy to the next level.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Approval of the funding that will provide ninety percent of the cost (Up to \$40,000) for the Strategic Economic Development Plan.

FINANCIAL IMPACT:

Assistance of up to \$40,000 or 90% of the cost for the strategic plan development is assured. A balance not to exceed \$10,000 is approved in the Economic Development Commission Budget, FY 2006-2007, Line Item Number 010-707-60707.


ATTACHMENTS:

Letter of confirmation from the Palmetto Economic Development Corporation committing up to 90% of the cost of hiring a professional consultant up to a maximum of \$40,000 to prepare an Economic Development Strategic Plan.

Submitted or Prepared By:


James W. Alexander, Director
Economic Development Commission

Approved for Submittal to Council:


Tom Hendricks, Administrator
Oconee County

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council



OCT 17 2006

PALMETTO ECONOMIC DEVELOPMENT CORPORATION

Dwain M. Rain
Vice President for
Business Relations

October 16, 2006

Mr. Jim Alexander
Director
Oconee County Economic Development Commission
502 East Main St.
Walhalla, S. C. 29691

Dear Jim:

A 10-16-06

The South Carolina Power Team is pleased to approve your application for financial assistance to hire a consultant to help the county prepare an economic development strategic plan. Assistance of up to \$40,000 is approved for the strategic plan development. Note that our offer is for 90% of the cost of hiring a professional consultant up to a maximum of \$40,000. Approval is based on the scope of work submitted by you. We want to be involved in consideration of consultant proposals to assure that the ultimate scope of work adheres to your application. Regarding payment, our program offers 50% of the financial assistance upon approval, if desired. The remainder is available only upon completion of the plan.

We are proud to be associated with you in this important work for the economic development of Oconee County.

Sincerely,

David

cc: Charles Dalton, Blue Ridge Electric Cooperative
George Haygood, Santee Cooper

1261 Main Street, Suite 1710 • Columbia, South Carolina 29201-1717 • Phone: (803) 251-9211 • Fax: (803) 771-2441
Dred4851@power-team.com • www.sc.power-team.com

Representing the Florida, Georgia and Santee Cooper
The South Carolina Power Team

Your True Choice. Lines® Partner

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 7, 2006
COUNCIL MEETING TIME: 3 PM

ITEM TITLE OR DESCRIPTION:

Obtain payment for used oil.

BACKGROUND OR HISTORY:

On February 4, 1992, Council approved a recommendation from the Solid Waste Director that Oconee County participate in the Santee Cooper GOFER (Give Oil for Energy Recovery) program. From that time until now, Santee Cooper has been collecting the oil as agreed upon without any payment for the oil. The new contract is the same, except that it now offers payment at an adjusted monthly price set forth by Santee Cooper based upon the monthly posted No. 6 fuel oil per gallon price.

SPECIAL CONSIDERATIONS OR CONCERNS:

At this time, Oconee County does not receive any payment for the used oil collected.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council to accept the offer for the Santee Cooper GOFER payment program.

FINANCIAL IMPACT:

Under the current contract with Santee Cooper, the County receives no form of payment. Under new contract, the County would receive payment based upon an adjusted price of No. 6 fuel oil. (EXAMPLE: For 05/06 fiscal year, the County would have received \$6000.00 for the used oil based upon the May 2006 adjusted fuel price.)

ATTACHMENTS:

1. 1992 Letter of Acceptance from Oconee County to Santee Cooper
2. Santee Cooper Information: Letter on GOFER payment program.
3. Two copies of new contract to be signed.
4. Vendor Information

Submitted or Prepared By:



Swain T. Still, Solid Waste Director

Approved for Submittal to Council:



Tom Hendricks, County Administrator

Reviewed By/ Initials:

Oconee County Council

Mary Frances Burrell
District One
Post Office Box 57
Catawba, SC 29606

C. Samuel Donald
District Two
803 Johnica Lane
Seneca, SC 29678

Michael E. Harper
District Three
Post Office Box 977
Seneca, SC 29679

Public Service Building
208 Booker Drive
Walhalla, SC 29691
(803) 638-4244

Norman D. Cozin
Supervisor, Chairman
Route 3, Box 155
Westminster, SC 29693
(803) 638-4242 - Office

Ray B. Strickland
District Four
203 Lundega Street
Westminster, SC 29691

Johnny D. Stone
District Five
128 J. Stone Circle
Seneca, SC 29678

Larry C. Brandt
County Attorney
Post Office Box 3820
Walhalla, SC 29691

February 11, 1992

Mr. Jay Hudson
Project GOPER
Santee Cooper
P. O. Box 2946101
Mail Code A-203
Moncks Corner, S. C. 29461-2901

Dear Mr. Hudson:

The purpose of this correspondence is to inform you that the Oconee County Council, at their regularly scheduled meeting February 4, 1992 voted unanimously that Oconee County participate in the GOPER Program at the Seneca Landfill and the Five Forks Landfill.

Mr. Jack Hirst, OCS Director, phone number 638 4244, is the person you need to contact regarding the scheduling of the installation of collection tanks, collecting of the waste oil, etc.

Please do not hesitate to contact me if I can be of service to you in any manner.

Respectfully,



Norman D. Cozin
Supervisor-Chairman
Oconee County Council

HDC/og

CC: Mr. Jack Hirst
File



RECEIVED
SEP 14 2006

RECEIVED
OCT 2 1 2006

GOFER Program

One Riverwood Drive
Moncks Corner, SC 29577-3101
(843) 761-8000
1-800-753-2233
P.O. Box 2946101
Moncks Corner, SC 29461-3101

September 11, 2006

Ms. Amanda Brock
Oconee County Solid Waste
P.O. Box 1766
Seneca, SC 29679

Dear Ms. Brock:

We were recently contacted by either you or your designee in regards to the GOFER (Give Oil for Energy Recovery) payment program for Industrial Customers.

Attached are two identical copies of the requested **Agreement for Used Oil Collection** which is required in order for Santee Cooper to issue checks to the County for the collection of used oil. Also attached is a form which we request that you complete and return to us that will provide information required for processing payment of used oil.

Please return both of the signed original Agreements and the form to initiate this program. We will return one of the fully signed Agreements to you once it has been processed.

If you have any questions, about the Agreement, please contact Susan Jackson at 843-761-8000 extension 5664. For all other GOFER issues, please contact Jimmie Absher at 843-761-8000 extension 4113.

Your continued participation as a GOFER customer is greatly appreciated.

Sincerely,

Jay Hudson, PE
Manager
Environmental Management

Attachments:

JAH: [Signature]

File: J57 85101

AGREEMENT FOR WASTE OIL COLLECTION

This AGREEMENT is made and entered into effective as of the ____ day _____ 2006, by and between OCONEE COUNTY SOLID WASTE ("COUNTY"), with an office at 15028 Wells Highway, Seneca, SC 29678 and the SOUTH CAROLINA PUBLIC SERVICE AUTHORITY, ("SANTEE COOPER") a body corporate and politic organized and existing under the laws of the State of South Carolina, with an office at 1 Riverwood Drive, Moncks Corner, SC 29461.

WHEREAS, SANTEE COOPER has a Give Oil For Energy Recovery ("GOFER") program pursuant to which it collects used oil at storage sites located throughout South Carolina for use as fuel to generate electricity at its generating station; and

WHEREAS, the GOFER program offers individuals a convenient place to properly dispose of their used motor oil; and

WHEREAS, COUNTY would like to participate in the GOFER program by providing oil collected at its collection sites to SANTEE COOPER

NOW, THEREFORE, in consideration of the covenants, agreements, and conditions hereinafter set forth and the mutual benefits to be derived therefrom, the adequacy of which is hereby acknowledged, COUNTY and SANTEE COOPER hereby agree as follows:

1. SCOPE OF SERVICES

- 1.1. In accordance with the terms and subject to the conditions of this Agreement, SANTEE COOPER will collect, transport, use, and/or dispose of, as applicable (hereinafter referred to as the "Services") waste oil ("Oil") provided by COUNTY.
- 1.2. SANTEE COOPER shall provide all labor, supervision, materials and equipment necessary for the completion of the Services by SANTEE COOPER.
- 1.3. The Oil shall be removed by SANTEE COOPER from COUNTY's Oil collection storage areas designated by COUNTY at times mutually agreed to by SANTEE COOPER and COUNTY. SANTEE COOPER shall transport the Oil collected from COUNTY to SANTEE COOPER's facilities.
- 1.4. SANTEE COOPER may decline to collect any Oil for any reason.
- 1.5. SANTEE COOPER may decline to collect free uncombined water in storage tanks or may collect free uncombined water for free disposal, but will not issue payment for the free uncombined water in storage tanks.
- 1.6. SANTEE COOPER will measure the quantity of Oil collected using a dip stick method at each tank at the time of collection. SANTEE COOPER will not be held liable for unintentional inaccuracies in the measuring process.

- 1.7. SANTEE COOPER shall have the right, but not the obligation, and at SANTEE COOPER's own cost, to draw samples, to test and/or to inspect all Oil proffered to SANTEE COOPER by COUNTY.
2. **TERM.** The initial term of this Agreement shall be one year. This Agreement shall be automatically renewed for successive one (1) year periods thereafter, unless either party notifies the other in writing, on or before thirty (30) days prior to the end of the then existing Term. This Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice to the other party.
3. **PRICE.** The price paid for each gallon of Oil shall be calculated as shown in Attachment A and adjusted monthly. SANTEE COOPER will pay COUNTY quarterly based on the number of gallons of Oil collected during the previous quarter. SANTEE COOPER will not be required to pay for Oil collected in any quarter during which the number of gallons of Oil collected is less than 250 gallons.
4. **TITLE AND RISK OF LOSS.** Delivery of possession of, and title to, the Oil to SANTEE COOPER shall be made effective immediately upon removal from the storage areas.
5. **INDEPENDENT CONTRACTOR.** SANTEE COOPER's relationship with COUNTY under this Agreement shall be that of an independent contractor. SANTEE COOPER shall have responsibility for and control over the method and manner of performing its Services.
6. **ASSIGNMENT.** This Agreement shall not be assigned or transferred by either party without the other party's prior written consent.
7. **AUTHORIZATION FOR AGREEMENT.** Each party represents to the other that the execution and performance of this Agreement have been duly authorized by all necessary resolutions or actions, and this Agreement constitutes a valid and enforceable obligation of the party in accordance with its terms.
8. **MISCELLANEOUS.**
- 8.1. This Agreement constitutes the full understanding of the parties and a complete and exclusive statement of the terms and conditions of their agreement; and all prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.
- 8.2. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

- 8.3. The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of South Carolina.
- 8.4. All rights conferred by this Agreement shall be binding upon, inure to the benefit of, and be enforceable against the respective successors and permitted assigns of the parties hereto.
- 8.5. All notices, requests, and approvals required or permitted under this Agreement shall be deemed validly given if in writing and addressed to the party for whom intended at the address of such party set forth above, and shall be effective upon the earlier to occur of personal delivery or three (3) business days following such notice, request or approval having been deposited in the U.S. mail, postage prepaid, Certified or Registered, return receipt required.
- 8.6. Notwithstanding any provisions of this Agreement to the contrary, in no event shall either party be liable to the other party under any provision of this Agreement for any consequential, incidental, punitive or exemplary damages incurred or suffered by a party. The parties agree that the limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply whether in contract, equity, tort or otherwise.

IN WITNESS WHEREOF, COUNTY and SANTEE COOPER have caused their respective authorized representative to execute this Agreement effective as of the date first above written.

COUNTY

Oconee County

By: E. Frank Ables, Jr.
 Name: E. Frank Ables, Jr.
 Title: Chair, Oconee County Council
 Date: 11/7/86

SANTEE COOPER

South Carolina Public Service Authority

By: _____
 Name: R.M. Singletary, III
 Title: Sr. V.P., Corporate Services
 Date: _____

ATTACHMENT A

The Price per gallon of Oil for each month will be calculated as follows:

$$\text{Base Price/gallon} - [\text{Collection Costs} + \$0.75] = \text{Price}$$

Where:

Base Price/gallon = the price per gallon for No. 6 oil quoted to Santee Cooper by Amherada Hess Corporation on the first day of each month, divided by 42

Collection Costs = Santee Cooper's Oil collection costs, as determined by Santee Cooper

The following is an example of the Price for May 2006:

| Monthly Fuel Price Determination | |
|---|---------------|
| Do-It-Yourself GOFER Oil | |
| <i>May, 2006</i> | |
| Posted No. 6 monthly price/barrel: | \$54.80 |
| Posted No. 6 oil price/gallon: | \$1.328 |
| Less SC-GOFER Collection Cost: | -\$0.71 |
| Santee Cooper Internal Adjustments for Calculated Price of GOFER oil: | -\$0.75 |
| Monthly price for DIY used oil: | \$0.35 |



GOPER Program

One Greenwood Drive
Moncks Corner, SC 29461-2907
(843) 781-6000
1-800-753-2233
P.O. Box 294617
Moncks Corner, SC 29461-0117

Vendor Information For Accounts Payable

Vendor Name: Deecee County Solid Waste Department

Vendor Mailing Address for Program Information:

P.O. Box 1766

Santee, SC 29679

Pay to Order of: Deecee County Solid Waste

Mailing Address for Payment (if different from above):

Federal Tax Number: 67-600891

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 7, 2006
COUNCIL MEETING TIME: _____**

ITEM TITLE OR DESCRIPTION:

Partial Closure of Crooks Road and Permitting of Proposed Expansion.

BACKGROUND OR HISTORY:

Crooks Road connects Strawberry Farm Road with East Reedy Fork Road. It borders approximately 0.4 of a mile of the Seneca Landfill property and separates two permitted Construction & Demolition Landfill cells, one on each side of the road. Additionally, with the County now owning several residences along Crooks Road, more land can be permitted to maximize the capacity at the Seneca Landfill.

SPECIAL CONSIDERATIONS OR CONCERNS:

As part of permanently closing a portion of Crooks road, a cul-de-sac would be installed at the Crooks Road new ending point and a 20-foot berm would be created to screen and buffer the residences on Crooks Road. The road right-of-way would need to be permitted in order to tie both permitted cells together which will maximize the landfill capacity. This additional space will provide an extra 7-12 years.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Oconee County Solid Waste recommends that the entire length of Crooks Road that borders the Oconee County property line be permanently abandoned and permitted to increase landfill capacity. Funding for engineering and permitting for the proposed expansion could be obtained from the financial assurance line item. Please forward to the appropriate council committee.

FINANCIAL IMPACT:

Approximately \$30,000 would be needed for the SCDHEC permitting and engineering of the additional land and roadbed areas. However, with this additional space, the current landfill life would be extended nearly 7-12 years. Funding of the construction of the proposed expansion could be included in the following years budget.

ATTACHMENTS:

1. Sketch of proposed road closure, berm, and landfill expansion.

Submitted or Prepared By:

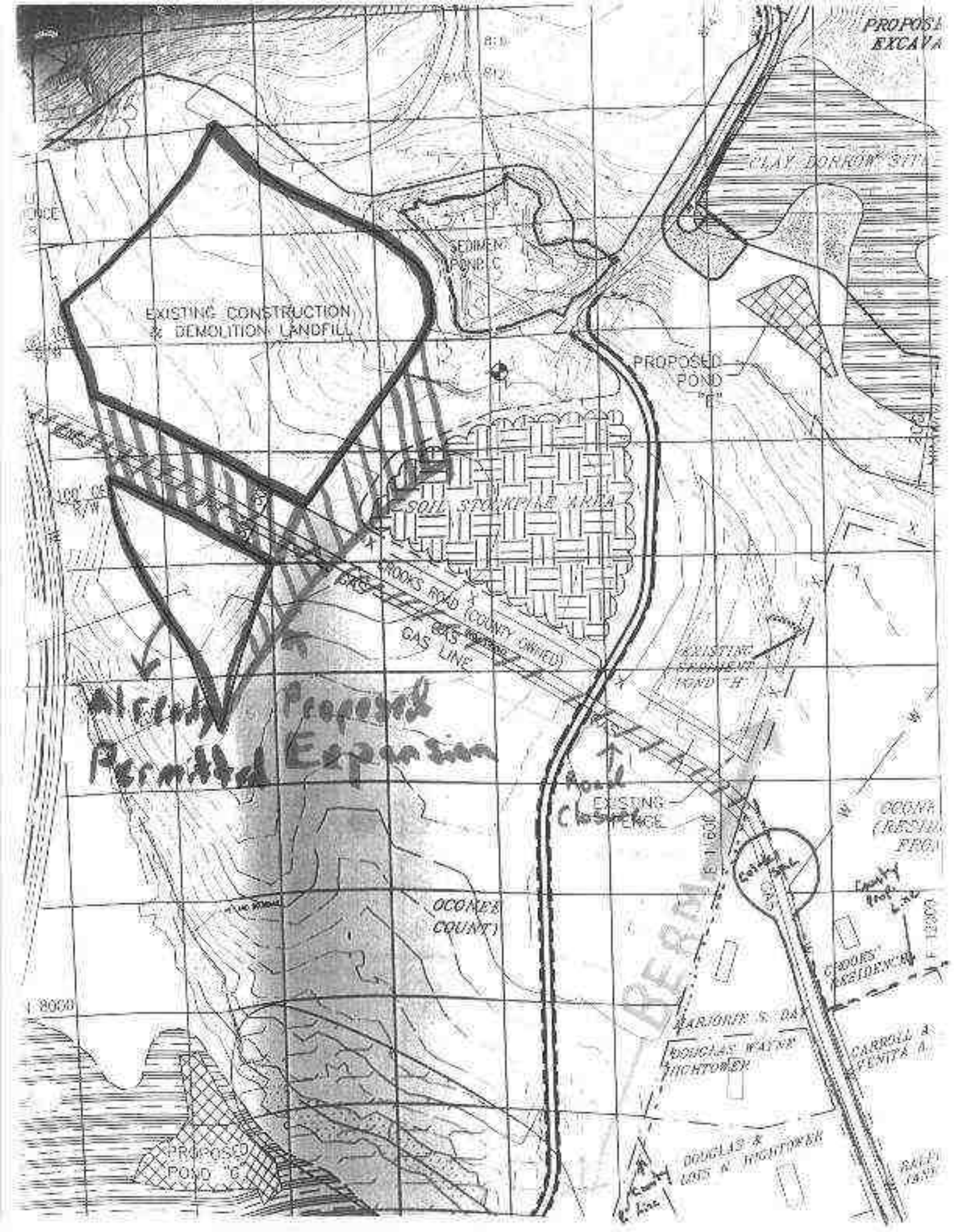


Swain T. Still, Solid Waste Director

Approved for Submittal to Council:



Tom Hendricks, County Administrator



PROPOSED EXCAVA

CLAY BORROW SITE

EXISTING CONSTRUCTION & DEMOLITION LANDFILL

SEDIMENT POND C

PROPOSED POND #1

SOIL STOCKPILE AREA

ROOKS ROAD (COUNTY OWNED)
GAS LINE

EXISTING FUNDAMENT FOUND #

Proposed
Permitted Expansion

EXISTING FENCE

OCOEE COUNTY

Country Phone Line

DOUGLAS & HIGHTOWER

BARJORNE S. DA
DOUGLAS WAYNE HIGHTOWER

CARROLL & FENTON AVE

DOUGLAS & HIGHTOWER

PROPOSED POND #2

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING 11/7/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Assignment of TOWER ATTACHMENT COMMUNICATIONS SITE LICENSE AGREEMENT by and between Oconee County and Toccoa Falls College and LEASE AGREEMENT by and between Oconee County and Toccoa Falls College for property on which to place tower to the Law Enforcement, Public Safety, Health & Welfare Services Committee.

BACKGROUND OR HISTORY:

Oconee County would like to place a communication tower on property owned by Toccoa Falls to allow for better communication between emergency personnel.

SPECIAL CONSIDERATIONS OR CONCERNS:

There is an area on Highway 123 from Westminster to Toccoa that is a "dead zone" in relation to cell phone communication, the placement of this tower would allow for communication between emergency personnel and citizens as well as between emergency personnel and the Communications Department.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends referring these two agreements to the Law Enforcement, Public Safety, Health & Welfare Committee for a recommendation to Council.

FINANCIAL IMPACT:

There is some \$60,000 in the budget for the placement of this equipment; the leases are for \$1,000 per year each.

ATTACHMENTS:


Proposed Lease Agreements
Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, Administrator

Reviewed By/Initials:

 :County Attorney

_____ : Finance

Revised 10/11/06
Office of Bradley Norton

TOWER ATTACHMENT
COMMUNICATIONS SITE LICENSE AGREEMENT

THIS TOWER ATTACHMENT COMMUNICATIONS SITE LICENSE AGREEMENT ("Agreement") is entered into this 4th day of January 2007 by and between Toccoa Falls College, Toccoa Falls College Radio Network, Post Office Box 800780, Toccoa Falls, Georgia ("Licensor") and Oconee County, 415 South Pine Street, Walhalla, South Carolina 29691 ("Licensee") (collectively "the Parties").

1. **Grant.** In consideration of the mutual promises and agreements set forth below and subject to the following terms and conditions, Licensor hereby grants to Licensee the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on Licensor's tower (the "Tower") located on the property described in Exhibit "A" (the "Premises"), at a position on the Tower as described in Exhibit "C" (the "Site Plan and Equipment") and in the existing building on the Premises as more particularly described in Exhibit "A". Licensor shall continue to have the right to occupy the Premises and the Tower and to grant others rights to occupy or utilize the Premises and the Tower at Licensor's sole discretion. Any equipment, personal property, improvements, alterations, or fixtures installed on the Premises by Licensee that remain upon the Premises more than 90 days after the termination of this Agreement and written notice to Licensee shall become the property of the Licensor. Licensee may install Equipment as listed on Exhibit "B", or as Licensor may otherwise approve. Such approval shall not to be unreasonably withheld, conditioned, or denied. Further, Licensee's structural improvements shall become the property of Licensor upon installation. Any personal property owned by Licensee, whether or not fixed or attached to the Premises or Tower, shall remain the property of Licensee prior to termination of this Agreement without regard to whether it appears on Exhibit "B". Licensor also grants to Licensee a non-exclusive easement during the term of this Agreement for ingress and egress for the installation and maintenance of equipment described in attached Exhibit "B."

2. **Use.** Licensee ("Oconee County") shall use the Equipment and the Premises for the purpose of constructing, installing, maintaining, improving, and operating, at the Licensee's expense, a communications facility, including antenna, generator, and incidental uses. Licensee shall be solely responsible for securing any and all permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including the Federal Communications Commission and the Federal Aviation Administration (collectively,

"Permits") prior to any construction on the Premises. Licensor agrees to cooperate with Licensee in obtaining the Permits. Copies of the permits shall be provided to Licensor, as obtained. Licensee shall promptly pay all costs and expenses related to obtaining said permits. Licensee shall not cause or permit any lien to be created against the Premises or the Tower.

3. Term. The term of this Agreement shall be Ten (10) years, commencing upon January 4, 2007, (the "Commencement Date") and terminating at midnight on January 4, 2017, ("Initial Term"). Licensee has the right to extend the Lease for two (2) additional ten-year terms.
- 4.
5. Special Consideration.
 - a) Basic Monthly Payment. Beginning on the commencement date, the licensee, ("Oconee County") shall pay to the Licensor ("Toccoa Falls College"), the sum of one dollar (\$1.00) per year in consideration for this Agreement. In addition, Licensee ("Oconee County") shall install a 45KW generator that will support the site and assume all maintenance for the generator during the life of the lease.
 - b) The Licensor ("Toccoa Falls College") agrees to install a 1000 gallon propane gas tank for the generator and to purchase and maintain the fuel for the life of this lease.
 - c) In the building described in Exhibit "A", Licensee shall install a new power panel, improve the grounding and lightning protection, and correct wiring errors within the building. All technical work must be completed by a company approved of by both Parties; presently that company is Gunby Communications Inc., of Toccoa, Georgia.
 - d) During installation of communications equipment, antenna, generator, and power panel changes, it will be necessary to shut the radio station down for several hours to possibly a half day. This will be coordinated with the radio station at a time convenient for them and a time that will cause the least impact on their operation.
6. Tower Modifications or Replacement.
 - a) The Licensor ("Toccoa Falls College"), shall maintain the tower and comply with all applicable laws, state, federal and local requirements. The Licensee ("Oconee County") will insure that Licensee's facilities and technology will not interfere with the broadcast capability of Toccoa Falls College Radio Station.
 - b) The Licensee ("Oconee County") shall install its antenna as per attached drawing and comply with all regulations necessary for the tower. The Licensor and the landlord, shall be held harmless from any claims for damages or unpaid wages and materials used by subcontractors, vendors, or employees arising from the licensee's construction/installation of the antenna, cable or additional grounding.
7. Compliance with government rules. All radio equipment operated within

the Licensor's (Toccoa Falls College") building must comply with all FCC licensing requirements. The Licensee's ("Oconee County") FCC licenses must be posted on site, visible for all to see.

IN WITNESS HEREOF, Licensor and Licensee have executed this Lease Agreement as of the date and year first before listed.

LICENSOR: Toccoa Falls College, Toccoa Falls College Radio Network

By: _____
Dave Cornelius
Title: Network General Manager

LICENSEE: Oconee County

Attest:

Opal O. Green, Clerk

By: _____
H. Frank ABles, Jr., Chair
Oconee County Council
415 South Pine Street

Witness:

Received By:

John A. Murray, Director
Oconee County Communications-911

Revised 10/1/05
Office of Bradley A. Norton

This Document Prepared By:
Oconee County
John A. Murray, Communications Dept.
415 South Pine Street
Walhalla, SC 29691

LEASE AGREEMENT

This Lease Agreement is executed this 4th day of January, 2007, by and between Toccoa Falls College, ("Licensor") and Oconee County, 415 South Pine Street, Walhalla, SC 29691 ("Licensee") (collectively "the Parties"). In addition, that on the 4th day of January 2007, a Lower Attachment Site License Agreement is being simultaneously executed for the Property as that term is hereinafter defined:

1. Consideration and Lease Term. In consideration of the sum of one (\$1.00) dollar per year and other consideration set forth in the Tower Attachment Site License Agreement attached hereto, Licensor hereby leases to Licensee the property set forth in paragraph 2, below. The term of the Lease shall be ten (10) years commencing on January 4, 2007 and terminating at midnight on January 4, 2017. Licensee has the right to extend the Lease for Two (2) additional ten-year terms.
2. Property. Subject to the terms of this Lease, Licensor is leasing to Licensee the use of a portion of the real property described in Exhibit "A" attached hereto ("Easement Survey"), and Licensor is granting Licensee an easement for ingress and egress over the property described in Exhibit "A" attached hereto ("Easement Survey").
3. Notices. All notices, requests, demands, and other communications to the Licensor or Licensee shall be made at the following addresses:

If to Licensor, to: Toccoa Falls College
Toccoa Falls College Radio Network
Mr. David Cornelius
P. O. Box 800780
Toccoa Falls, GA 30598
Telephone: 1-800-251-8326

If to Licensee, to: Oconee County
Oconee County Communications - 911
415 S. Pine Street
Walhalla, SC 29691

IN WITNESS HEROF, Licensor and Licensee have executed this Lease Agreement as of the date and year first before listed.

LICENSOR: Toccoa Falls College, Toccoa Falls College Radio Network

By: _____

Dave Cornelius

Title: Network General Manager

LICENSEE: Oconee County

By: _____

H. Frank Ables, Jr., Chair
Oconee County Council
415 South Pine Street
Walhalla, SC 29691

Attest:

Opal O. Green, Clerk
Oconee County Council

Witness:

Received By:

John A. Murray, Director
Oconee County Communications - 911

AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: 11/07/06

COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Maintenance Agreement for Eaton Electrical, Inc. for the Powerware Plus50 Utility Power System used for the 911 Center backup.

BACKGROUND OR HISTORY:

Eaton Electrical installed the Uninterrupted Power System in the Law Enforcement Communications Center when the building was built. The warranty on the uninterrupted power system expires on November 16, 2006.

SPECIAL CONSIDERATIONS OR CONCERNS:

In the event of a power outage the Uninterrupted Power System allows the power to run for fifteen minutes without uninterrupted electrical service until the generator takes over.

STAFF RECOMMENDATION:

We recommend that Eaton Electrical be awarded the one year maintenance contract.

FINANCIAL IMPACT:

\$5,065.00. The funds were included in our Fiscal Year 2006-2007 budget request and approved.

ATTACHMENTS:

Maintenance Agreement/Letter Proposal, and email modifications

For the last six weeks we have been working with the legal department in conjunction with our procurement office to insure that the service contract agreement reflected the same level of action and support as identified in the original letter contract proposal. That action has been completed with the required changes as stated in the attached email of October 31, 2006 from the Legal Administrator of Eaton Electrical, Inc.

Submitted or Prepared by:

John A. Murray

 10-31-06
(Department Head)

Approved By:


Tom Hendricks

Geonse County Administrator

Reviewed By/ Initials:

 County Attorney

Finance

Other

C: Clerk to Council

Carolyn Morris

From: LindaFenton@eaton.com
Sent: Tuesday, October 31, 2006 1:49 PM
To: Carolyn Morris
Cc: JonesEng@aol.com; LaurieMWatson@eaton.com
Subject: Revised Service Agreement and Clarifications
Importance: High
Attachments: Oconee County 911 SvcAgmt.T&C_103106.doc

Ms. Morris,

Attached for your review is a revised Service Agreement that I believe addresses all of your concerns and the requested clarifications as follows:

Cover Letter – I have included the document in the Agreement as Attachment A and it is incorporated into the agreement under Item Number 5, Scope of Services D.

Page 1 of 4, Item Number 4: The holiday exclusion applies to the scheduling of planned maintenance service only; any emergency calls received on a holiday will be responded to within the 8-hour response time.

Page 2 of 4, Item Number 5, Scope of Services J: This service is for legacy equipment only (obsolete or no longer manufactured) and as your equipment is just coming off warranty and is current, this will not apply to this agreement.

Page 3 of 5, Item Number 13, Subcontracting: I have inserted additional verbiage verifying that all subs will be factory trained and certified.

Attachment R-18, Item Number 6: I revised Item Number 5, Scope of Services D to reduce it to the services being offered under this agreement and included the 8-hour response time.

Please let me know if you have any questions. If this is acceptable please sign two copies and return them to me at the address below for execution. I will return a fully executed copy to you for your files.

Thank you,

<<Oconee County 911 SvcAgmtLT&C_103106.doc>>

Linda Fenton

Administrator - Legal

Eaton Electrical, Inc.

8608 Six Forks Road

Raleigh, NC 27615

10/31/2006

(T) 919-870-3435 (F) 919-845-2843

Alt: T-8-808-3435



EATON ELECTRICAL INC.
SERVICE AGREEMENT – TERMS AND CONDITIONS T-0

AS AMENDED HEREUNDER IN SECTIONS 5.D., AND 13

1. DEFINITIONS: As used in this Service Agreement, (1.1) "Power Module" shall mean the electronics portion of a UPS; (1.2) "Battery" shall mean the electric storage battery portion of a UPS; (1.3) Power System shall mean the Power Module and Battery; (1.4) "Proper" and all of its derivative forms shall mean in accordance with published Eaton specifications; (1.5) "Purchaser" or "Customer" shall mean the purchaser of this Service Agreement; (1.6) "Contractor" shall mean Eaton Electrical Inc., a Delaware corporation, with its principal office located at 6509 Six Forks Road, Raleigh, NC 27615.

2. ELIGIBILITY: All equipment that has experienced a lapse in Contractor service coverage (or factory warranty coverage), or has had no service history with Contractor within the previous ninety (90) days, is subject to a Pre-Contract Survey (PCS) inspection by Contractor prior to eligibility for any service under this Agreement. Customer is subject to charges for this inspection service at Contractor's then current Time and Material Service Rate Schedule (Refer to Exhibit 1-PCS and Attachment X-1).

3. COVERED EQUIPMENT: "Covered Equipment" shall mean the Power System equipment listed on the front page of the Contractor's Service Agreement, or on separate titled page incorporated into this Agreement. If pre-contract inspection is required for eligibility, a list of Covered Equipment will be provided at that time and become incorporated into this Agreement.

4. HOURS OF SERVICE: Contractor will provide service during the Principal Period of Maintenance (PPM), which is defined as normal business hours (Monday - Friday 8:00 AM to 5:00 PM, alternately described as "5x8 service") excluding holidays as observed by Contractor. The Contracted Period of Maintenance (CPM) is the PPM along with any additional extended hours of coverage optionally purchased by Customer (alternately described as "7x24 service") and excludes all of Contractor's observed holidays for planned maintenance activities. Contractor's observed holidays are as follows: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Post Thanksgiving Day, Christmas Eve Day and Christmas Day.

5. SCOPE OF SERVICES:

A. Response Time - Contractor will arrive at the equipment's location within eight (8) CPM hours following Customer's request for remedial maintenance, provided the installation Location is within one hundred (100) miles of a Contractor service location; if optionally purchased by Customer, Contractor will arrive at the equipment's location within four (4) or two (2) CPM hours following Customer's request for remedial maintenance, provided the Installation Location is within fifty (50) miles of a Contractor service location. Response time does not include battery replacement service.

B. Start-Up Service - If optionally purchased by Customer, Contractor will provide Start-Up services during the CPM, for new or relocated equipment. Start-Up services will be limited to visual and mechanical inspections of the installation, electrical pre-checks, initial equipment energizations, verification of system operation, and user operational training as defined by Eaton. Eaton reserves the right to invoice Customer at prevailing rates for delays or correction of conditions beyond the control of Contractor, including but not limited to: postponements, cancellations, or delays of work while in route to or at equipment location, performance of service not covered by equipment warranty, other valid service agreement, correction of shipping or transit damage, or correction of installation errors, except where Contractor has installed or supervised the installation of the equipment. Verification of remote communications functions is performed only if LAN or phone connection is available at time of installation. Refer to the following Attachments as applicable per equipment type:

- Attachment L-2: UPS Start-Up Scope of Work
- Attachment I-1: Intergy DC Power System Start-Up Scope of Work
- Attachment PF2-1: PF2 Flywheel Start-Up Scope of Work
- Attachment PDU-1: PDU, RPP, STS, PDU-R, SBR, ISO Trans, VR Start-Up Scope of Work

C. Preventive Maintenance - If optionally purchased by Customer, Contractor will provide scheduled preventive maintenance. Scope of Preventive Maintenance will be based on equipment specific manufacturer recommendations. Contractor's sole obligation will be to provide Customer with a sixty (60) day period to schedule the Preventive Maintenance inspection, sixty (60) days prior to commencement of that period. Refer to the following Attachments as applicable per equipment type:

- Attachment R-2: UPS Preventive Maintenance Scope of Work
- Attachment I-2: Intergy DC Power System Preventive Maintenance Scope of Work
- Attachment PF2-2: PF2 Flywheel Preventive Maintenance Scope of Work
- Attachment PF2-3: PF2 Flywheel Bearing Maintenance Scope of Work
- Attachment PF2-4: Flywheel Vacuum Pump Maintenance Scope of Work
- Attachment PDU-2: PDU, RPP, STS, PDU-R, SBR, ISO Trans, VR Preventive Maintenance Scope of Work

D. PowerTrust™ Service Plan - If optionally purchased by Customer, Contractor will provide preventive and corrective service coverage. Refer to the following Attachments for the scope of this Service:

- Attachment A - Proposal for Renewing your ProActive Service Plan dated August 4, 2006
- Attachment R-18: UPS PowerTrust™ Service Plan Scope of Work. Coverage includes 5 hour response time.

E. Preventive Maintenance Service Plan - If optionally purchased by Customer, Contractor will provide one annual Preventive Maintenance Visit and one annual Battery Preventive Maintenance Check. Eaton's sole obligation will be to provide Customer with a sixty (60) day period to schedule the UPS Preventive Maintenance inspection and Battery System Preventive Maintenance (either Flooded Lead Acid or Valve Regulated (sealed) Battery), sixty (60) days prior to commencement of that period. Refer to the following Attachments:

- Attachment R-2: UPS Preventive Maintenance Scope of Work
- Attachment R-4: Flooded Lead Acid Battery Preventive Maintenance Scope of Work
- Attachment R-5: Valve Regulated (sealed) Battery System Preventive Maintenance Scope of Work
- Attachment R-10: UPS Preventive Maintenance Service Plan

F. ProActive Service Plan - If optionally purchased by Customer, Contractor will provide preventive and corrective service coverage. Refer to the following Attachments as applicable per equipment type:

- Attachment R-2: Preventive Maintenance Scope of Work
- Attachment R-3: UPS Performance Check Scope of Work
- Attachment R-4: Flooded Lead Acid Battery Preventive Maintenance Scope of Work
- Attachment R-5: Valve Regulated (sealed) Battery System Preventive Maintenance Scope of Work
- Attachment R-6: UPS ProActive Service Plan Scope of Work
- Attachment R-8: Power Protection Audit Scope of Work
- Attachment PDU-3, PDU, PDU- R, SBR, isoTrans, VR ProActive Service Plan Scope of Work
- Attachment PF2-6, PF2 Flywheel ProActive Service Plan Scope of Work

- G. UpTime Guarantee Service Plan** - If optionally purchased by Customer, The UpTime Guaranteed Service Plan is Contractor's recommended Service Plan. Subject to the conditions and limitations contained in Attachment T-1 Eaton UpTime Guarantee - Terms and Conditions, if Contractor's Recommended Service Plan is optionally purchased by Customer, Contractor guarantees that there will be no load loss directly attributable to improper function or failure of the Contractor uninterruptible power supply. Said load must be properly connected to the Contractor uninterruptible power supply, which must be covered by a manufacturer's recommended service plan. Refer to the following Attachments:
- Attachment T-1: UpTime Guarantee - Supplemental Terms and Conditions
 - Attachment R-2: Preventive Maintenance Scope of Work
 - Attachment R-4: Flooded Lead Acid Battery Preventive Maintenance Scope of Work
 - Attachment R-5: Valve Regulated (sealed) Battery System Preventive Maintenance Scope of Work
 - Attachment R-8: Power Protection Audit Scope of Work
 - Attachment R-11: UPS UpTime Guarantee Service Plan Scope of Work
- H. Battery Preventive Maintenance** - If optionally purchased, Contractor will provide scheduled periodic maintenance of the UPS battery during the CPM. Scheduled maintenance may be performed concurrent with remedial maintenance of the Power Module at Eaton's discretion. Scope of Battery Preventive Maintenance will be based on industry standards and Contractor's recommendation for the particular covered equipment. Contractor recommends two (2) inspections visit per year for valve-regulated (sealed) type systems and four (4) inspections per year for flooded (wet) type systems. UNLESS SPECIFICALLY STATED, BATTERY UPDATES AND REPLACEMENTS ARE NOT INCLUDED WITH BATTERY PREVENTIVE MAINTENANCE. If separately provided from the Power Module remedial maintenance, Contractor will provide Customer thirty (30) days notice to schedule inspection at a mutually convenient time during the CPM. Refer to the following Attachments as applicable per equipment type:
- Attachment R-4: Flooded Lead Acid Battery Preventive Maintenance Scope of Work
 - Attachment R-5: Valve Regulated (sealed) Battery System Preventive Maintenance Scope of Work
- I. Full Battery Coverage** - If optionally purchased by Customer in conjunction with an on-site corrective maintenance Power Module Service Agreement of the same duration, with battery update service performed by Contractor within the prior twelve- (12) month period and batteries pass the associated performance requirements (Refer to Attachment R-9), Contractor will provide battery remedial service (for replacement of failed batteries or batteries with less than 80% of their published rated capacity) during the CPM. This battery coverage includes all maintenance parts and labor necessary to maintain the Covered Battery Equipment in good operating condition during the CPM. Refer to the following Attachments:
- Attachment T-2: Battery Coverage Supplemental Terms and Conditions
 - Attachment R-9: Battery Replacement Guidelines
 - Attachment R-13: Full Battery Coverage Scope of Work
- J. Legacy Service Plan** - If optionally purchased by Customer after contract coverage ends and unit is either out of production or declared obsolete Contractor will offer the Legacy Service Plan for a duration not to exceed one year. No response time guarantee is available with the Legacy Service Plan. Contractor will provide reasonable effort on parts and repair time but is not liable for delayed or incomplete repairs due to parts availability. Refer to the following Attachment:
- Attachment E-1: Legacy Service Plan Scope of Work
- K. Powerware CELLWATCH Battery Monitoring Installation/First Year Coverage/Additional Years of Corrective Coverage** - If optionally purchased by Customer, Contractor will provide installation, Start-Up services and First Year Coverage for Contractor's Cellwatch Battery Monitoring Systems. This coverage provides full corrective maintenance coverage for one year after Start-Up date. This includes repair materials labor and related expenses for the repair of failures in the Cellwatch hardware and software system. Batteries are not included. The RPM is 24. Response time requests for remedial service is eight hours within 100 miles of an established service location. Verification of remote communications functions is performed only if LAN or phone connection is available at time of installation. Refer to the following Attachments:
- Attachment CW-1: Contractor CELLWATCH Installation/Start-Up/First Year Corrective Maintenance Coverage
 - Attachment CW-2: Contractor CELLWATCH Additional Years of Corrective Coverage Scope of Work

6. LABOR AND MATERIAL RATES: For any additional services outside the Scope of Services purchased for Covered Equipment under this Agreement (as referenced above in Section 5), Customer shall be billed as per Contractor's then current Time and Material Rate Schedule (refer to Attachment X-1). This excludes any flat rate services quoted by a Contractor's Representative.

7. ENGINEERING CHANGES/INFORMATION: All changes deemed necessary by Contractor will be installed during scheduled maintenance visits during the CPM. Other changes, deemed optional by Contractor, will be offered to the Customer on an as-available, per charge basis. All information of the Customer shall be deemed non-confidential and Contractor will be under no duty of non-disclosure unless both parties execute Contractor's Mutual Confidential Disclosure Agreement.

8. CUSTOMER'S RESPONSIBILITY:

A. Communication - The Customer shall contact Contractor's Customer Support Service Center (1-800-843-9433) regarding all service requests and all other matters arising out of or relating to this Agreement.

B. Movement - If Covered Equipment is moved to another location in the fifty (50) U.S. States (or District of Columbia), coverage will continue upon the following conditions: (i) Customer shall notify Contractor in writing at least thirty (30) days in

advance of equipment power-down; (ii) Contractor reserves the right to supervise the power-down, disconnection, tagging, packing, movement, unpacking, reinstallation and re-start of the new system. This service will be charged at Contractor's then current Time and Material Service Rate Schedule. (iii) Resumption of coverage under this Agreement is subject to acceptance by Contractor of Covered Equipment at the new location.

C. Safety - The Customer shall, at all times during the provision of services hereunder, have a representative present at the maintenance site at no cost to, and solely for the safety of Contractor.

D. Access - In order that Contractor may perform its obligations under this Agreement, Customer shall grant ready access to the Covered Equipment subject to reasonable security requirements.

9. TERM AND TERMINATION: This Agreement and all that is stated herein shall automatically be renewed for successive twelve (12) month periods at the prices in effect at the time of each renewal. In the event Customer elects not to renew this Agreement, then Customer shall provide thirty (30) days written notice prior to the renewal date. Customer will be provided with written notice of renewal sixty (60) days prior to expiration, stating the prices for the applicable renewal term prior to each renewal date. Notwithstanding the foregoing, either Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notices to the other, subject to provision 16 below.

10. INSURANCE: During the term of this Agreement, Contractor at its own cost and expense, shall obtain and maintain in full force and effect the following insurance with sound and reputable insurers: (1) Worker's Compensation insurance in accordance with the statutory requirements of the state in which the maintenance is to be performed; (2) Automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned and; (3) Comprehensive Liability insurance for bodily injury and property damage.

11. WARRANTY: Contractor shall perform all services in a professional and workmanlike manner. Contractor warrants to repair or replace defective materials and correct defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance and spare parts to be free from defects in material and workmanship for a period of ninety (90) days from the completion date of the repair or replacement endeavor for which those repair materials and/or equipment were used. In the event the materials or equipment fails to meet its published specifications due to a defect in material or workmanship covered by this Warranty, Contractor will repair or replace the warranted materials or equipment at no cost to Customer for the material repaired or replaced. This Warranty shall not apply to any Power Module and/or Battery that has been subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage, or that has been subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing. THIS WARRANTY IS CUSTOMER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Equipment supplied, but not manufactured by Contractor is warranted solely by the equipment manufacturer. Contractor's obligation under said Warranty is conditioned upon receipt of all payments due from Customer including interest charges, if any.

12. ASSIGNMENT: Customer shall not assign this Agreement or any of its rights hereunder without the prior written consent of Contractor.

13. SUBCONTRACTING: Contractor reserves the right to subcontract any portion of the services provided for under this Agreement without the prior consent of Customer. Contractor will ensure that all Subcontractors used under this agreement are Eaton Electrical factory trained and certified.

14. INDEMNITY: Subject to the limitations of liability in Section 15 hereof, Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorney's fees incident thereto, to the extent they result directly from or out of (1) any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Contractor, its agents or employees; and (2) any violation of federal or state regulations, orders, rules or the violation of any other governmental entity by Eaton, its agents or employees.

15. LIABILITY: In no event shall Contractor or Customer, or their respective officers, directors, employees or agents be liable to the other for any incidental, indirect, special or consequential damages, such as, but not limited to, delay damages, lost profits or lost opportunity damages, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort, even if Contractor or Customer knew or should have known of the possibility of such damages. Under no circumstances shall the aggregate liability arising out of or in connection with this Agreement exceed the price paid hereunder for the goods and services provided.

16. PAYMENT: All payments are due net 30 days in full from date of invoice, and any payment not made when due shall be subject to an interest charge of 1.5% per month or fraction thereof, or maximum permitted by law, whichever is less. Additionally, Customer shall be invoiced for, and shall pay for, all services not expressly provided for by the terms hereof, such as, but not limited to, site calls involving no-fault found inspections where no corrective maintenance was required. If any payment is not made when due, Contractor reserves the right to refuse to provide any further services until such payment and the applicable interest have been received. Contractor reserves the right to invoice Customer either the full amount due under this Agreement or in accordance with Contractor's Time and Materials Service Rate Schedule (Attachment X-1) for services rendered, whichever amount is greater, if this Agreement is terminated by Contractor for non-payment. Customer shall be liable for expenses including reasonable attorney's fees, associated with collection proceedings for non-payment. In the event of early termination: A) Customer will be liable for any services rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and B) Contractor at its discretion will provide a credit against any advance payments received as follows: 1) a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or 2) an amount based on the

difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service options completed (including emergency repair calls) by Contractor prior to the effective date of early termination.

17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file with Contractor covering that state shown in the ship-to address or service location of the Customer's purchase order or the installation location of the Covered Equipment under this Service Agreement.

18. PARTS: Parts removed for replacement shall be Contractor's property. Maintenance parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

19. FORCE MAJEURE: Contractor shall not be liable for any failure to deliver, or delay in delivering services to Customer to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God or force majeure, war, revolution, riot, civil commotion, or any applicable governmental or judicial law or regulation, order or decree.

20. GENERAL: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties hereto and waiver by Contractor or Customer of any provision hereof in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Customer and Contractor hereby agree that all disputes arising out of this Agreement shall be submitted solely to the jurisdiction of the State and Federal Courts located in Wake County, North Carolina.

EATON ELECTRICAL INC.

OCONEE COUNTY COMMUNICATIONS - 911

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

EATON ELECTRICAL

Represented By:

JONES ENGINEERING SALES, INC.

1521 Frink Street - Cayce, South Carolina 29033

Phone: (803) 796-2920 Fax: (803) 791-8154

Email: JonesEng@aol.com

August 4, 2006

Ms. Carolyn Morris
Oconee Co. Law Enforcement Ctr.
300 South Church Street
Wahalla SC 29591
Phone: (864) 718-1010

Serial Number: EW034ZBA04
Model: Plus 50
Quote Number: N11162006OLEC
Expiration Date: 11/16/06

RE: PROPOSAL FOR RENEWING YOUR PROACTIVE SERVICE PLAN

Dear Ms. Morris:

At Eaton Electrical, we know how much you value and rely on your Uninterruptible Power System (UPS) to provide you with reliable backup power.

However, our records indicate that the Service Warranty will expire soon, leaving you without this service protection. That's why we are offering you an opportunity to extend your service protection and continue to deal directly with Powerware for all your future service needs.

With the PowerTrust Service Plan from Eaton Electrical, you will receive:

- Cost savings from non-contract time and material charges
- Reliable power service plan preventive, performance and corrective service maintenance
- One 5x8 UPS Preventive Maintenance Inspection
- One 5x8 Battery Preventive Maintenance Inspection
- 7x24 priority service over non-contract customers – guaranteed eight-hour response time
- Expert insight – 7x24 dispatch and technical support
- Remote monitoring and diagnostics – advanced support monitoring
- Spare Part Kit discounts
- Immediate online access to your service history via Powerware's service website at (www.powerware.com/service_history)
- Discounts on spare parts kits and upgrades

Annual Cost: \$5,065.00

Only Eaton Electrical can offer you the support from our factory-trained and certified customer service engineers located near you. Eaton Electrical Customer Service Engineers are supported by 7x24 dispatch, convenient parts depots and a technical support team with complete knowledge of Powerware products to give you the confidence that your power protection equipment is in the best hands. Outstanding customer service earned Powerware the Frost & Sullivan's 2003 Customer Value and Services Award and a 97% contract renewal rate.

Only Eaton Electrical is authorized to perform service using Powerware diagnostic software to calibrate, start-up, reset or communicate and perform critical service repairs. Service contracts are your best value compared to the cost and risk for time and material. A single repair for power board can exceed \$5,200.00, far more than a service contract that includes preventive maintenance.

Now is the time for you to be under contract. A lapse in coverage will be costly! Downtime and lost data are priceless! Please do not wait until there is an emergency to realize the value of having a service contract.

Signing up for a contract just got easier. Choose any one of the following methods:

- Call Jones Engineering Sales, Inc. at (800) 796-2920
- Complete and sign the attached contract and mail it to 1521 Frink Street ~ Cayce, SC 29033
- Complete and sign the attached contract and email it to JonesEng@aol.com
- Complete and sign the attached contract and fax it to (803) 791-8154
- **MAKE PURCHASE ORDER OUT TO: EATON ELECTRICAL
C/O JONES ENGINEERING SALES, INC.**

Please Note: Eaton Electrical terms and conditions shall apply. Terms are Net 30 days. Please reference quote number on all purchase orders. Visa and MasterCard are welcome.

We appreciate this opportunity to be of service to you.

Best regards,

Tracy L. Jones
Sales and Service Specialist
Eaton Power Quality Corporation
Jones Engineering Sales, Inc.
Phone: (803) 796-2920
Fax: (803) 791-8154
Email: JonesEng@aol.com

EATON POWER QUALITY CORPORATION

SERVICE AGREEMENT

INVOICE TO: (CUSTOMER)

Company Name: COONEE CO. LAW ENFORCEMENT CENTER
 Street: 415 SOUTH PINE STREET
 City: WALHALLA
 State: SC Zip: 29691
 Contact: ACCOUNTS PAYABLE
 PH: _____
 Fax / E-Mail: _____

INSTALL SITE: (CUSTOMER)

Company Name: COONEE CO. LAW ENFORCEMENT CENTER
 Street: 300 SOUTH CHURCH STREET
 City: WALHALLA
 State: SC Zip: 29691
 Contact: CAROLYN MORRIS
 P: 864-718-1010
 Fax / E-Mail: CMORRIS@COONEESC.COM

 PAYMENT TERM SELECTED: SINGLE YEAR MULTI-YEAR

 Start Date: 11/17/06

 End Date: 11/16/07

 PAYMENT CYCLE: ANNUAL MULTI-YEAR PREPAY ARREARS (GOVT ONLY) MYS

PURCHASE ORDER NUMBER: _____

 Tax Exempt Certificate Attached

LIST OF COVERED EQUIPMENT

| Product Line | Model | S/N# | Service/Color | CPM | Qty | Unit Annual Price | Total Annual Price |
|--------------|---------|-------------|-------------------------|------|-----|-------------------|--------------------|
| POWERWARE | PLUS 50 | EW02842BAGN | POWERTRUST SERVICE PLAN | 7x24 | 1 | 5085.00 | 5085.00 |
| | | | UPS PM INSPECTION | 5XB | | INCLUDED | INCLUDED |
| | | | BATTERY PM INSPECTION | 5XB | | INCLUDED | INCLUDED |
| | | | | | | NET TOTAL* | \$5,085.00 |

SEE ATTACHED SHEETS T/C, R18

This Agreement, together with the terms on the attached sheets made part of this Agreement constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties with regard to this Agreement. Printed, reproduced or other terms on the face or reverse side of Customer's Purchase Order shall not be binding.

CUSTOMER / PURCHASER
EATON POWER QUALITY CORPORATION

Company Name: _____
 Signature: _____
 Date: _____
 Print Name: _____
 Title: _____
 Fax / E-Mail: _____

Signature: _____
 Date: _____
 Print Name: _____
 Title: _____
 Fax / E-Mail: _____

OFFICE USE ONLY

QUOTED BY: Tracy L. Jones
 Firm Name: Jones Engineering Sales, Inc.
 Signature: _____
 Date & Location: SA/06/11/152005/OLEC
 Phone Number: 900/796-2620

Contract Number: _____
 Customer Number: _____
 Site Number: _____
 Bt To Number: _____
 Day Processed: _____

COMMENTS

*Important tax notice: Tax is not included in the above purchase price. In order to comply with tax regulations, salesuse tax will be added and remitted separately when you are invoiced. If you are not liable for this tax, please provide an exempted tax exemption or resale certificate with this signed Agreement.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 11/7/06
COUNCIL MEETING TIME: 3:00 p.m.**

ITEM TITLE OR DESCRIPTION:

REACH South Carolina – Statewide emergency notification system project.

BACKGROUND OR HISTORY:

The primary method of mass public notifications continues to be the broadcast media and selected use of route alerting. However, there is a need for contacting portions of the public in special situations and at times when they are not monitoring the media, such as late at night. This emergency notification system offers a low cost, web based tool for authorized alerting officials to assist in the process of providing an emergency message via a telephone call out system. The REACH South Carolina system will provide assistance in contacting the public or special teams in Oconee County in an emergency situation. The system will be used to contact either a very localized segment of the public in specialized groups such as hospitals and response teams. It is a stand-alone system comprised of various computer servers and 48 dedicated telephone lines housed at SCEMD.

SPECIAL CONSIDERATIONS OR CONCERNS:

A reverse 911 system had been purchased for Oconee County, however, this system is not yet operational. A back-up system is needed in the event that the reverse 911 system is not functioning.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

It is recommended that County Council approve the attached financial and use memorandums of agreement between Oconee County and SCEMD.

FINANCIAL IMPACT:

There is no ongoing cost to have access to the system. However, in the event that we must activate the system, there is a charge of .04 per call made from the 48 SCEMD lines and .09 per call made from the 200 contract provider lines.

ATTACHMENTS:


Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, Co. Administrator

Reviewed By/ Initials:

 County Attorney

Finance

Other

C: Clerk to Council

Memorandum of Agreement (MOA) Between the
South Carolina Emergency Management Division
Office of the Adjutant General
and

South Carolina, Oconee County Council
(Organization)

For the Appropriate Use and Financial Reimbursement
of the Statewide Alert and Notification System (REACH SC)

- I. Purpose: This agreement defines financial obligations regarding the use of the Statewide Alert and Notification System (REACH SC).
- II. The long distance telephone charges for the REACH SC system are set by the South Carolina Budget and Control Board, Division of the State Chief Information Officer (CIO) regarding state owned telecommunications and by The Avtex Corporation for telecommunications support using their City Net telecommunications system. Rates are subject to change without notice. Long distance telephone charges apply to calls outside of the Columbia area for the 48 state telephone system phone lines. Long distance telephone charges apply to calls anywhere in South Carolina for the 200 phone lines owned by the Avtex Corporation.
- III. SCEMD assumes responsibility for managing the telephone billing accounts that support the call out services of the Statewide Alert and Notification System (REACH SC). Telephone invoices will be processed within usual and customary timeframes given that system users remit the funds owed for the services they used.
- IV. The system user organization, as per signature to this agreement, agree to pay all long distance telephone charges incurred by their use of the Statewide Alert and Notification System (REACH SC). Telephone charges are to be paid in full within 30 days of the system usage as reflected in the REACH SC invoice.
- V. SCEMD reserves the right to refuse use of the Statewide Alert and Notification System (REACH SC) to those organizations that fail to meet billing time frames or are otherwise delinquent.

AGREED:

Signature
Title: Chair
Organization: Oconee County Council
Address: 415 S. Pine Street
Walhalla, SC 29691

Date

Director
South Carolina Emergency Management Division
Office of the Adjutant General
2779 Fish Hatchery Road
West Columbia, South Carolina 29172

Date

Memorandum of Agreement (MOA) Between the
South Carolina Emergency Management Division
Office of the Adjutant General
and

South Carolina, Greene County Council
(Organization)

For the Appropriate Use of the Statewide Alert and Notification System
(REACH South Carolina)

I. Purpose of Memorandum of Agreement

The purpose of this Agreement is to define the services, systems, support, financial obligations and usage of the Statewide Alert and Notification System (REACH SC) and to establish mutually agreed upon responsibilities of the parties in the conduct of alerting activations using REACH SC. The parties to this Agreement are the South Carolina Emergency Management Division (SCEMD) and South Carolina, Greene County Council

(Organization)

Individuals designated to sign this Agreement are determined by each jurisdiction's laws/ by laws or other regulatory authority. The signatory designee will include the authority to commit funding for reimbursement as per section VII and the financial MOA.

II. Summary and Background

The Statewide Alert and Notification system (REACH SC) is meant to be used by emergency officials for the blanketing of a local area with telephone calls providing critical information in a crisis, as well as notification of key officials and special response groups/ staff. The system capabilities include features such as: 24 hour access through a secure web-based portal; GIS and Web based mapping component; simultaneous multiple telephone lines, South Carolina commercial residential and business telephone data; status reports, messaging flexibility, staff notifications through multiple media sources; system documentation, training and maintenance support. The purpose of the system is to provide telephone notification to residents, businesses, state and local government officials of emergency situations such as hazardous material incidents, weapons of mass destruction incidents and other time sensitive emergencies.

REACH South Carolina is intended for use by emergency management, public safety and public health organizations for contacting either a very localized segment of the public or specialized groups such as hospitals and response teams regarding

emergency situations (ie hazmat incident, public health alert/advisory, emergency protective measures, Amber Alert, emergency operations center activation). The primary method of mass public notifications continues to be the broadcast media. REACH SC provides a means for contacting portions of the public in special situations and at times when they are not monitoring the media.

III. Designation of the Alerting and Approving Officials for the Statewide Alert and Notification System REACH SC.

By this Agreement, the parties designate specific individuals as authorized alerters and approvers of alerts, which will generate telephone message callouts or faxed documents. The message content and individuals contacted are solely the responsibility of the authorized alerters and approvers of alerts.

IV. Activation of the Statewide Alert and Notification System (REACH SC)

A. Activation: Upon the request of the local authority/ EMD Director (or his or her designee), the web based portal for REACH SC may be used with an appropriate user name and password. The authorized alerter will use the web based portal to access the alert notification web pages within the REACH SC system.

B. Activation Process

1. If time permits, the local official/ EMD Director (or designee) will notify the SCEMD State Warning Point of the need for activation of the REACH SC system. If the SCEMD State Warning Point is unavailable immediately, the local official/ EMD Director (or designee) may initiate the alert and inform the SCEMD State Warning Point as soon as possible thereafter.
2. The local official/EMD Director (or designee) initiating an alert understands that the available phone lines will be shared with other ongoing alerts and/or with subsequent alerts that are initiated while their alert is still in progress.
3. The Director, SCEMD reserves the right to intervene and pause or cancel any alert for a higher priority callout or if an ongoing alert is determined to be inappropriate.

C. Length of Activation

The length of time that the Statewide Alert and Notification System (REACH SC) takes to initiate and conclude an alert/ callout is dependent on technical

and database factors. SCEMD makes no guarantees regarding the time needed to conduct an alert/ callout.

V. REACH SC User Responsibilities/ Requirements

A. User Responsibilities: SCEMD and the MOA signatories will jointly implement the following responsibilities:

1. All registered users of the system will adhere to the vision of the Statewide Alert and Notification System, REACH SC as stated in Section II (Summary and Background).
2. Conduct periodic tests of their system access user name and password and call out procedures to insure they are capable of initiating an alert. System problems/ failures will be promptly reported to the SCEMD REACH SC Administrator through the State Warning Point.
3. Develop internal operational procedures for prompt and efficient alerting and approving of requests for local area notifications.
4. Conduct operational training for local authorized alerters and approvers.
5. Conduct an annual review of this Agreement.

B. SCEMD Responsibilities:

SCEMD agrees to provide and maintain the operational readiness condition of the Statewide Alert and Notification System (REACH SC). Technical problems will be resolved within the abilities and reasonable timeframes of the staff and contractor support services, however, no guarantees are made beyond normal and reasonable services.

VII. Financial Management Support and Billing

A. The SCEMD agrees to provide financial management support associated with the Statewide Alert and Notification System (REACH SC).

B. MOA signatories agree to promptly reimburse SCEMD for all long distance telephone costs incurred by their use of the Statewide Alert and Notification System (REACH SC).

C. All bills for telephone charges will be promptly paid in full within prescribed time frames. Specifics of financial requirements are as per the Financial MOA required by each organization.

VIII. Effective Date of Agreement

This Agreement will take effect on the date of execution by the parties herein and will remain in effect until such time as those parties agree to cancel the Agreement in accordance with item X of this agreement.

IX. Modification of Agreement

- A. The Agreement may be modified based on the results of the evaluation and review. Modification(s) must be in writing with a 60-day written notice and agreed upon by both parties.
- B. Changes of names, titles, and/or contact information of designated contact persons for either party will be provided in writing to the other party as soon as is practicable.

X. Termination of Agreement

The Agreement may be terminated in 60 days by a written Notice of Termination by either party and will be served personally or by registered mail upon the appropriate official of the other party. Termination by any party does not release the party of financial obligations outstanding at the time of termination. Abuse of the system will result in immediate termination of the user's access.

AGREED:

(Signature)
Title: *Chair*
Organization: *Oconee County Council*
Address: *415 S. Pine Street*
Walhalla, SC 29691

Date:

Director
South Carolina Emergency Management Division
Office of the Adjutant General
2779 Fish Hatchery Road
West Columbia, South Carolina 29172

Date:

AGENDA ITEM SUMMARY
OCONEE COUNTY COUNCIL
COUNCIL MEETING DATE: 11/7/06
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Adoption of Amended & Restated Bylaws of Oconee Memorial Hospital, Incorporated

BACKGROUND OR HISTORY:

Section 1: Agreement of Parties, Subsection H of the agreement by and between Oconee County & Oconee Memorial Hospital dated June 7, 2005 states in part "The Hospital will amend its Articles of Incorporation to include the County Council as a third party that approves changes to the Hospital's Articles of Incorporation and corporate Bylaws."

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council refer this to the appropriate Council Committee for a recommendation to full Council.

FINANCIAL IMPACT:

No negative impact to the County budget.

ATTACHMENTS:

Proposed Bylaws of Oconee Memorial Hospital, Inc.

Submitted or Prepared By:

Approved for Submittal to Council:

Tom Hendricks
Tom Hendricks, Administrator *SH*
Oconee Council

Reviewed By/Initials:

AD : County Attorney

_____ : Finance

Approved - Board of Directors 02/23/2005
Approved - Oconee County Council 5/29/2005
Approved - Board of Directors 10/23/2006
Approved - Oconee County Council 11/2/2006

Amended and Restated

**BYLAWS
OF
OCONEE MEMORIAL HOSPITAL
INCORPORATED**

ARTICLE I

NAME

The name of this Corporation shall be the "Oconee Memorial Hospital, Incorporated."

ARTICLE II

OBJECT

The object of this Corporation shall be such as is expressed in the Charter of the Corporation.

ARTICLE III

SEAL

The official seal of the Corporation shall be the usual form of seals of corporations and shall contain the words "Oconee Memorial Hospital" in circular form with the word "Seal" across the center of the circle.

ARTICLE IV

FISCAL YEAR

The fiscal year of this Corporation shall be October through September of each year.

ARTICLE V

MEMBERSHIP

The Membership Corporation is a member organization within the meaning of the South Carolina Nonprofit Act. The membership (also sometimes called the "Association") shall consist of residents of Oconee County, at least eighteen (18) years of age, to whom membership certificates have been issued. The sole role of the Membership shall be to elect the Corporation's elected Directors. Certificates of membership shall be issued to:

Life Membership.

- (a) All residents of Oconee County who have made contributions of ten dollars (\$10.00) or more since January 1, 1960, to Oconee Memorial Hospital, Incorporated, and whose names and addresses have been recorded on the books of that Corporation.
- (b) All residents of Oconee County whose names and addresses do not appear on record and who shall certify in writing that they have made contributions of ten dollars (\$10.00) or more to Oconee Memorial Hospital, Incorporated.
- (c) All residents of Oconee County who hereafter shall contribute the sum of ten dollars (\$10.00) or more to Oconee Memorial Hospital, Incorporated, or the Corporation for such purposes as may be approved by the Board of Directors of the Corporation.

Annual Membership.

- (d) Any resident of Oconee County who hereafter shall contribute the sum of two dollars (\$2.00) to Oconee Memorial Hospital, Incorporated, or the Corporation, on or before January first, shall be recorded as an annual Member for the following year and shall be entitled to vote at the annual meeting for that year.

ARTICLE VI

VOTING AND QUORUM

All members ~~Members~~ who have been certified on or prior to January first shall be entitled to vote at the following annual meeting. Each Member shall be entitled to one (1) vote. Members must vote in person. Thirty-five (35) Members shall constitute a quorum for the transaction of the

transaction of the business of an annual meeting. The members~~Members~~ shall vote for the election of the Directors of the Corporation.

The ~~annual audit report of the previous year's financial operations~~ and other reports relating to the operation of the Corporation shall be presented to the Members at the annual meeting. The Corporation's annual audit will be available to Members following acceptance of the audit by the Board of Directors.

ARTICLE VII

ANNUAL MEETING

Notice of the annual meeting shall be given to all Members by publication of time and place of meeting in the newspapers published in Oconee County.

The annual meeting of the Corporation shall be held on the third Thursday night in January of each year.

ARTICLE VIII

ELECTION OF DIRECTORS

The Board of Directors shall be composed as follows: two (2) Members ~~from of the Corporation residing in each of the five (5) single-member election districts established for Oconee County Council; the Chief of the Medical Staff of Oconee Memorial Hospital and the Chief-elect of the Medical Staff of Oconee Memorial Hospital; the Chief Executive Officer of Oconee Memorial Hospital, who shall serve ex-officio without vote; the County Administrator or a member of Oconee County Council appointed by County Council; and a member~~Member of the Corporation elected at large by the Board of Directors to assure diversity in gender and ethnic background.

Prior to the annual meeting of the corporation, a Nominating Committee for nominating

candidates for election to the Board of Directors shall be appointed ~~composed of seven (7)~~ members as follows: one (1) individual appointed by the Medical Staff from its membership, one (1) Director appointed at large by the Board of Directors from its membership and one (1) individual from each of the ~~five (5)~~ County Council Districts appointed by the Board of Directors, which appointees from the County Council Districts will be ~~members~~ Members of the Corporation but not members of the Board of Directors. The ~~Members~~ members of the Nominating Committee shall be appointed for one (1) year terms, and shall be eligible for reappointment for no more than three (3) consecutive one (1) year terms, after which they may not be appointed for at least one (1) year.

The Nominating Committee will elect a Chairman from its membership, and the members of the Nominating Committee will be announced each year at the annual meeting. The Nominating Committee shall receive names of ~~members~~ Members of the Corporation to be considered for nomination as candidates for election to the Board of Directors at the next annual meeting. The Nominating Committee shall conduct an educational program for those ~~members~~ Members whose names have been submitted to it as proposed candidates for election to the Board of Directors. The Nominating Committee in December, prior to the annual meeting, shall nominate and publish a slate of candidates for election to the Board of Directors.

At the annual meeting of the Corporation, floor nominations for Directors to represent any ~~area~~ County Council District shall be ~~taken~~ accepted from Members of the Corporation residing in that area.

Members of the Board of Directors' terms of office shall be four (4) years, with the exception of the County Administrator or County Council Member, the Chief of the Medical Staff, the Chief-Elect of the ~~medical staff~~ Medical Staff and the Chief Executive Officer, who serve by

serve by virtue of their position. Directors may be nominated to serve no more than two (2) consecutive four (4) year terms of office. At the end of Director's second term of service, the Director may not be re-elected to the Board for at least one (1) year. A Director who is elected by the Board to serve a partial term of less than four (4) years will be designated to serve the remainder of the term being filled, and thereafter may be nominated to serve a subsequent full four (4) year term. Nothing herein shall require the Nominating Committee to nominate a Director for a second four year term of office. Directors shall serve without pay for their terms of office.

No member of the Board of DirectorsDirector nor the head of any department of this Corporation shall appoint to any position of department head or above any member of his immediate family to include his spouse, children, brothers, sisters, parents, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, nieces and nephews, and for any person to be eligible for election to the Board of Directors, who shall have one (1) of the above named relatives employed by the Corporation at the time of nomination, such person must disclose the name and position of the relative.

ARTICLE VIII-A

HOSPICE ADVISORY BOARD

Section 1. Purpose. The purpose of the Hospice Advisory Board (the "Hospice Advisory Board") shall be to assist and advise the Oconee Memorial Hospital Board of Directors on matters regarding the Hospice of the Foothills Division of the Corporation (the "Hospice Division") which division as its primary function runs a program to provide palliative and supportive care that meets the physical, social, emotional and spiritual needs of terminally ill persons and their families.

Section 2. Term and Number of Advisory Board Members. The Hospice Advisory Board shall consist of no less than seven (7) members and no more than twenty-three (23) members at any one time. The terms of the initial Hospice Advisory Board members shall be for one (1), two (2) and three (3) years as determined by lot. Subsequently appointed members shall serve three (3) year staggered terms. No Hospice Advisory Board member may serve more than two (2) three (3) year terms; provided, however, if an initial Hospice Advisory Board member or a member appointed in the event of a vacancy on the Hospice Advisory Board serves only a one (1) or two (2) year term such member may also serve two (2) three (3) year terms. The term of any Hospice Advisory Board member shall terminate if such member misses three (3) consecutive, unexcused Board meetings. Members of the Hospice Advisory Board shall serve without pay for their terms of office.

Section 3. Powers. The Hospice Division shall ultimately be controlled by the Board of Directors; provided, however, that the Hospice Advisory Board shall advise the Board of Directors on any matters related to or regarding the Hospice Division. Additionally, in the event the Corporation shall dissolve, or, if at any time the Corporation should lose its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), any assets and liabilities related to the Hospice Division will be transferred to an entity described in Sections 501(c)(3) and 170(c)(2) of the Code as the Hospice Advisory Board shall direct.

Section 4. Election of Members. The Board of Directors shall elect all Hospice Advisory Board members. At least one month prior to the annual meeting of the Board of Directors, the Hospice Advisory Board shall nominate a slate of candidates for election to the Hospice Advisory Board and provide the same to the Board of Directors. The slate of nominees

shall then be voted upon at the Board of Director's annual meeting.

Section 5. Vacancies. Vacancies on the Hospice Advisory Board created by resignation, relocation, or death of a member shall be filled by nomination of the member by the Hospice Advisory Board and shall be approved by the Executive Committee of the Board of Directors. The appointed Hospice Advisory Board member shall serve until the next annual meeting whereupon an election following the procedure set forth in Section 4 of this Article VIII-A shall be held to fill the remainder of the unexpired term.

Section 6. Meetings/Notice/Quorum

6.1 Regular meetings of the Hospice Advisory Board shall be held at least quarterly at a time and place to be determined by the members of the Hospice Advisory Board at each annual meeting. Additional meetings may be added at the discretion of the Hospice Advisory Board or may be called at the discretion of the Chairman of the Hospice Advisory Board, the Board of Directors or the President of the Corporation. The annual meeting of the Hospice Advisory Board shall be held on the third Thursday in January of each year.

6.2 Notice stating the time and place of each regular meeting of the Hospice Advisory Board shall be mailed to each member of the Hospice Advisory Board at least seven (7) days prior to the date of such meeting. Notice of any special meeting shall be given to each member of the Hospice Advisory Board and shall include the time and place of such meeting, the name of the persons calling such meeting and the nature of the business to be considered.

6.3 A majority of the members of the Hospice Advisory Board shall constitute a quorum for the transaction of business, and, in the presence of a quorum, the vote of a majority of those present and voting shall decide all questions.

Section 7. Chairman of the Hospice Advisory Board. The Hospice Advisory Board shall elect a Hospice Advisory Board member to serve as the Chairman of the Hospice Advisory Board (the "Chairman"). The term of the Chairman shall be one (1) year. The Chairman shall preside over all Hospice Advisory Board meetings as well as perform all duties incident to the position of the Chairman of the Hospice Advisory Board and such other duties as may be prescribed by the Board of Directors from time to time.

ARTICLE IX

MANAGEMENT

All powers of the Corporation shall be exercised by and under the authority of the Board of Directors, and the property, business and affairs of the Corporation shall be managed under the Board's direction.

ARTICLE X

QUORUM OF DIRECTORS

The presence of a simple majority of the Directors shall constitute a quorum for the transaction of business at any regular or called meeting.

ARTICLE XI

VACANCIES ON BOARD OF DIRECTORS

In the event of a vacancy on the Board of Directors, same shall be filled by the Board. A Director designated to fill a vacancy shall meet the residency requirements and other qualifications designated by the Board of Directors and shall hold office for the remainder of the original Director's term. A vacancy should be filled within sixty (60) days of receipt of notice by the Board.

ARTICLE XII

MEETINGS OF DIRECTORS

The Board shall hold regular monthly meetings at a time to be determined as most convenient for the majority of the Directors. Special meetings may be held on the call of the Chairman, or in his absence, on the call of the Vice-Chairman, or on the call of any three (3) Directors. Directors shall be given written notice of each meeting of the Board and such notice shall set forth the time and place of the meeting and, in the case of special meetings, notice of the matters of business to be transacted. Such notice shall be signed by an officer of the Corporation and delivered to each Director either personally or by mail, telephone, or telegram to his residence or place of business as listed in the Corporation's records not less than forty-eight (48) hours prior to such meeting. Notice of any meeting of the Board may be waived by the execution of a written waiver of such notice, either before or after the holding of such meeting, by any Director, and such waiver shall be filed with or entered upon the records of the meeting. The attendance of any Director at any such meeting without protest at the commencement of the meeting shall be deemed to be a waiver by him of notice of the meeting.

ARTICLE XIII

BOARD OFFICERS AND COMMITTEES

At its first regular meeting following the annual meeting of the Corporation the Board shall elect a Chairman, Vice-Chairman, a Secretary and a Treasurer from among the members of the Board/Directors. Those Board officers shall be elected annually by the Board of Directors and may be removed by the Board at any time for cause.

ARTICLE XIV

DUTIES OF BOARD OFFICERS AND COMMITTEES

Section 1. The Chairman of the Board of Directors shall be the presiding officer of the Corporation and shall preside at all meetings of the Board and of the Executive Committee. He shall be an ex officio member of all Board committees. He shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board from time to time. The Chairman shall vote only in case of a tie.

Section 2. The Vice-Chairman shall perform the duties of the Chairman in his absence or in the event of his resignation, death or disability. The Vice-Chairman shall perform such other duties as may be prescribed by the Board.

Section 3. The Treasurer shall be the custodian of the securities and funds of the Corporation. He shall keep or cause to be kept a record of all receipts and expenditures, always open to the inspection of the Directors, and make or cause to be made a detailed monthly report of the financial condition of the Corporation at each regular meeting of the Board and an annual report at the Annual Meeting of the Corporation. The Treasurer shall serve as Chairman of the Finance Committee. The Treasurer shall perform such other duties as may be prescribed by the Board. A summary of the annual report shall be published in the newspapers of Geossee County.

Section 4. The Secretary shall keep or cause to be kept, the minutes of the meetings of the Board of Directors and its standing committees; record the names of all Directors present at each meeting; notify all members of committees of their appointments; and notify all the Directors and members of the committees of regular or special meetings of the Board and committees at least two-forty-eight (248) hours before the appointed time for such meeting, and in such notifications, if it is a special meeting, state the matters for which the meeting is called. The Secretary shall perform such other duties as may be prescribed by the Board.

Section 5. The Executive Committee shall be empowered to act for the Board on all

matters that need immediate attention and shall report to the Board such action at their next meeting. The Executive Committee shall be composed of eight (8) ~~members of the Board of~~ Directors, one (1) of whom shall be the Chairman, one (1) the Vice-Chairman, one (1) the Secretary, one (1) the Treasurer, one (1) the ~~chief~~Chief of the ~~medical staff~~Medical Staff of Oconee Memorial Hospital, one (1) the Chief Executive Officer of Oconee Memorial Hospital, who shall serve ex officio without vote, and one (1) the member of Oconee County Council or the County Administrator as appointed by the Council, and one (1) additional ~~Member~~Director to be appointed by the Board of Directors. ~~Membership of the medical profession will be limited to~~ No more than two (2) members of the Executive Committee may be members of the Corporation's Medical Staff at any one (1) time.

Section 6. The Finance Committee shall be composed of ~~three (3)~~ members no fewer than three (3) Directors, appointed by the Chairman annually. The Vice President, Finance, shall serve as an ex officio member of the Finance Committee, without a vote. The duties of the Finance Committee shall be to examine the accounts of the ~~Treasurer~~Corporation at least quarterly, devise ways and means of securing funds for the support of the Corporation, authorize capital acquisitions, investments and disbursements by the ~~Treasurer~~Corporation and to attend to all financial interests of the Corporation. The Finance Committee shall also serve as the Audit Committee for the Corporation, recommending the selection of the Corporation's independent auditor, reviewing the annual audit plan, consulting with the Corporation's Vice President, Finance in evaluating the Corporation's internal controls, and meeting with the Corporation's independent auditor to review and discuss the Corporation's annual audited financial statements and any material issues or risk exposures identified.

Section 7. The Corporate Compliance Committee of the Board of Directors shall be

composed of no fewer than three (3) Directors, appointed by the Chairman annually. The Vice President, Performance and Safety shall serve as an ex officio member of the Corporate Compliance Committee of the Board of Directors, without a vote. The Chief Compliance Officer shall report regularly to the Corporate Compliance Committee. The Corporate Compliance Committee shall monitor and oversee the Corporate Compliance Program of Oconee Memorial Hospital and its facilities (the Program). This responsibility shall include reviewing reports prepared by the Corporate Chief Compliance Officer regarding the Program, examining unusual compliance issues should they arise, and overseeing the implementation of the Program. The Corporate Compliance Committee, as necessary, shall establish its own bylaws and/or charters to conduct its corporate compliance activities.

The Corporate Compliance Committee shall from time to time make recommendations and reports to the Board of Directors as called upon by the Chairman of the Board of Directors, or as the Corporate Compliance Committee shall deem necessary to inform the Executive Committee of the Board of Directors.

~~Section 8. Special committees shall be created as required by resolution of the Board. The purpose, duties and members of members of each special committee shall be specified in the resolution creating the committee.~~

Section 8. The Strategic Planning Committee shall be composed of no fewer than three (3) Directors, appointed by the Chairman annually and shall include those advisory representatives from the Corporation's senior leadership and management designated by the Chairman. The Vice President, Professional Services shall serve as an ex officio member of the Strategic Planning Committee, without a vote. The Strategic Planning Committee shall guide the Board of Directors in the development of the Corporation's strategic plans and objectives, and the Corporation's

the Corporation's Medical Staff Development Plan.

Section 9. The Compensation Committee shall be composed of the Chairman, the Vice-Chairman, the Secretary, the Treasurer, and two (2) other Directors, appointed by the Chairman annually. The Chairman of the Board shall serve as chair of the Compensation Committee. The Compensation Committee shall guide the Corporation's compensation philosophy for attracting, retaining, motivating and rewarding senior leadership, and monitor the progress of senior leadership in achieving the Corporation's strategic and operational goals. The Compensation Committee shall conduct an annual evaluation of the CEO and receive performance evaluations from the CEO for other members of senior leadership. The Compensation Committee shall make annual recommendations to the Board of Directors concerning compensation, incentive awards and additional benefits for the Corporation's senior leadership.

Section 10. Joint Conference Committee. A Joint Conference Committee comprised of the officers of the Board of Directors and the officers of the Medical Staff may be appointed at the direction of the Chairman of the Board of Directors, by his own action or upon request of the Chief of Staff of the Medical Staff. The Chief Executive Officer of the Corporation and the Chief Medical Officer of the Corporation shall serve as ex-officio members of the Joint Conference Committee, without vote. The Chairman of the Board of Directors shall act as Chair of the Joint Conference Committee. If so appointed, the Joint Conference Committee shall serve as a forum for discussion of matters of administrative and medical policies and procedures that require input and agreement between the Board of Directors and the Medical Staff, and shall participate in professional review actions as set forth in the Medical Staff Bylaws.

Section 11. Additional committees of the Board of Directors may be created by the Board, and the Chairman shall appoint Directors and other advisory members as deemed appropriate to

appropriate to serve on them. All committee members shall serve at the pleasure of the Board. Committee appointments shall be for a one year term.

Section 9-12. The Chairman of the Board of Directors may fill any vacancy in the various committees arising from death, resignation or otherwise. Any person so appointed shall hold office for the unexpired term of the member he is replacing.

Section 10-13. Meetings of the various committees shall be held as needed—A either on the call of the Board Chairman or the call of the committee's chair. The presence of a majority of the members of a committee shall constitute a quorum. The presence of a quorum shall be necessary for a committee to conduct its business.

Section 11-14. All committees are subject to the direction of the Board of Directors, shall keep minutes of their proceedings, and shall regularly report their actions and recommendations to the Board at such time as they may be directed by the Board.

Section 12-15. All members of the Board Directors shall be expected to attend at least fifty percent (50%) of all Board meetings. Absence from more than fifty (50%) of the regular Board meetings, within a calendar year, or any three (3) consecutive unexcused absences shall constitute cause for the Members Board to remove the Director.

Section 13-16. No member of the medical staff Medical Staff of Oconee Memorial Hospital shall be eligible for election to the office of Chairman of the Board of Directors.

ARTICLE XV.

DUTIES OF THE CHIEF EXECUTIVE OFFICER

Section 1. The Board of Directors shall select and appoint a Chief Executive Officer who shall be delegated the responsibility for overall management of the business of the Corporation.

He shall be given the necessary authority to effect this responsibility, subject to such policies as may be adopted by the Board or any committees to which the Board has delegated power for such action. He shall act as the duly authorized representative of the Board in all matters except those in which the Board has formally designated some other person or group to act.

Section 2. Specifically ~~be~~ the Chief Executive Officer shall:

- (a) Be responsible for implementing established policies in the operation of the Corporation.
- (b) Provide liaison among the Board, the ~~medical staff~~ Medical Staff, and the departments of the Corporation.
- (c) Send periodic reports to the Board and to the ~~medical staff~~ Medical Staff on the overall activities of the Corporation, as well as on appropriate federal, state, and local developments that affect the operation of the Corporation.
- (d) Provide the Corporation's professional staffs with the administrative support and personnel reasonably required to carry out their review and evaluation activities.
- (e) Organize the administrative functions of the Corporation, delegate duties, and establish formal means of accountability on the part of subordinates.
- (f) Be responsible, except as otherwise provided by the Board, for selecting, employing, controlling, and discharging employees, and for developing and maintaining personnel policies and practices.
- (g) Establish such hospital administrative departments as are necessary, provide for departmental and interdepartmental meetings, and attend or be represented at such meetings.
- (h) Assist the Board in annually reviewing and updating a capital budget and preparing an operating budget showing the expected receipts and expenditures, and supervise the business affairs of the Corporation to assure that funds are expended to the best possible advantage.
- (i) Be responsible for the maintenance and insurance of all physical properties.
- (j) Perform any other duty within the express or implicit terms of his duties.

hereunder that may be necessary for the best interest of the Corporation.

- (k) Designate, in writing, other individuals by name or position who are, in order of succession, authorized to act for him during any period of his absence from the management of the Corporation.
- (l) (4) Perform such other duties as the Board shall from time to time direct.

Section 3. Other Corporate Officers. The Board of Directors may appoint such other corporate officers, including a Chief Financial Officer and a Chief Medical Officer, as it sees fit for the proper management of the Corporation, and shall specify the duties and authority of such corporate officers at the time of such appointment.

ARTICLE XVI

MEDICAL STAFF

Section 1. The "Medical Staff of the Oconee Memorial Hospital" shall exist as an organized ~~entity of the Corporation by authority of~~ collegial, self-governing body by authority of and accountable to the Board of Directors. The purpose of the Medical Staff shall be to oversee the quality of patient care, treatment and services rendered by practitioners who are credentialed and privileged through the Medical Staff process, to evaluate on an ongoing basis the competency of practitioners who are privileged, delineating the scope of privileges that will be granted, and to provide leadership in performance improvement activities of the Corporation. Medical Staff privileges at Oconee Memorial Hospital will be construed to cover the acute hospital and any affiliate of the Corporation designated by the Board of Directors of the Corporation.

Section 2. ~~The chief of staff will serve on an annual basis as medical director of the Corporation and its affiliates designated by the Board of Directors. The medical director will~~

~~coordinate the activities of the medical staff with the Chief Executive Officer. The medical director will serve without pay.~~

Section 2. The Corporation may appoint a Chief Medical Officer/Medical Director for the Corporation from among the Medical Staff who will provide consultation to the Corporation regarding activities of the Medical Staff Office administration, medical education, JCAHO and regulatory compliance, and maintain effective communication between the Medical Staff and the Corporation's administration. The Chief Medical Officer/Medical Director will assist the Medical Staff officers in fulfilling their duties to the Corporation.

Section 3. The Medical Staff Bylaws, Rules and Regulations shall constitute a continuation of the Bylaws of the Corporation and when approved by the Board of Directors are considered a part thereof shall maintain a set of Medical Staff Bylaws that describe the organizational structure of the Medical Staff and implement the Medical Staff's role and responsibilities as set forth herein. The Medical Staff Bylaws and any supplemental governance documents (including manuals, rules and regulations or policies) of the Medical Staff shall be subject to review and approval by the Board of Directors. Neither the Medical Staff nor the Board of Directors may unilaterally amend the Medical Staff Bylaws.

Section 4. The ~~medical staff~~Medical Staff is self-governing within the scope of authority granted it by the Board of Directors.

Section 5. The ~~medical staff~~ shall evaluate the professional competence of staff members. Medical Staff shall be responsible to the Board for designing and implementing an objective, evidence-based process for evaluating practitioners holding clinical privileges and applicants for ~~staff~~clinical privileges. The ~~medical staff~~ shall be responsible for This process shall be used by the Medical Staff in making recommendations to the Board of Directors concerning

concerning initial staff appointments, reappointments, and the assignment or curtailment of clinical privileges—, assignments to staff categories and the conduct of professional review activities. The Board shall approve and adopt Medical Staff policies and procedures for fulfilling these tasks. Staff appointments shall be for a period ~~not to exceed two (2) years—unless terminated for cause.~~ Appointments to the medical staff Medical Staff are made only by the Board of Directors.

Section 6. ~~The Pursuant to the procedure set forth in the Medical Staff Bylaws and related manuals, the Board of Directors, on the recommendation of the medical staff~~ Medical Staff or by its own action, may remove any member of the ~~medical staff~~ or deprive any practitioner of the right or the privilege of the hospital whenever, in their judgment, the good of the hospital or the patient therein may demand it. In the event of any restriction or curtailment of privileges, the practitioner involved shall have the right of the hearing and appellate review procedure Medical Staff, or take action against the clinical privileges of any member of the Medical Staff based upon a reasonable belief such action is necessary based upon the facts known and is in furtherance of quality health care. Medical Staff members shall be afforded the fair hearing and appeal rights for adverse privileging decisions as contained in the ~~medical staff~~ Medical Staff Bylaws and related manuals.

Section 7. The ~~medical staff~~ as required by the Board of Directors Medical Staff shall conduct specific review and evaluation activities through its designated committees to assess, preserve and improve the overall safety, quality and efficiency of patient care in the hospital. Their activities shall include:

- (a) — ~~Review and evaluation of the quality of patient care through a valid and reliable patient care audit procedure.~~

- (b) ~~On-going monitoring of patient care practices through the defined functions of the medical staff, the other professional services, and the Corporation's administration;~~
- (c) ~~Delegation of clinical privileges for members of the medical staff commensurate with individual credentials and demonstrated ability, subject to approval by the Board of Directors of the Corporation;~~
- (d) ~~Judgment and assignment of patient care responsibilities to other health care professionals consistent with individual qualifications and demonstrated ability;~~
- (e) ~~Provision of continuing professional education, shaped primarily by the needs identified through the review and evaluation activities;~~
- (f) ~~Review of utilization of the hospital's resources to provide for their allocation to patients in need of them;~~
- (g) ~~Such other measures as the Board may, after considering the advice of the medical staff, the other professional services, and the Corporation's administration, deem necessary for the preservation and improvement of the quality and efficiency of patient care.~~

Section 8. The Board of Directors shall receive and consider the findings and recommendations emanating from the Medical Staff's review and evaluation activities required by Section 7 of this Article. All such findings and recommendations shall be in writing, signed by from the persons Medical Staff Committee responsible for conducting the review and evaluation activities, and supported and accompanied by appropriate documentation upon which the Board can take informed action.

Section 9. Unless otherwise provided in an employment agreement or other arrangement, the removal of a practitioner member of the Medical Staff from a medical or administrative office shall have no effect on the staff membership status or clinical privileges of the removed office practitioner.

A removed officer who believes that removal has subjected him to any adverse effects shall be entitled to the following procedural rights:

- (a) — To the procedural rights provided by the employment agreement or arrangement; or
- (b) — If there is no employment agreement or arrangement or if the same is silent on the issue of procedural rights, to the hearing and appellate review procedures as stated in the medical staff Bylaws.

ARTICLE XVII

ORDER OF BUSINESS

1. — Meeting called to order.
2. — Roll call.
3. — Agenda adoption.
4. — Reading of minutes of previous meeting.
5. — Correction and approval of minutes.
6. — Reading of communications.
7. — Report of committees and officers.
8. — Unfinished business.
9. — New business.
10. — Adjournment.

ARTICLE XVIII CONTRACTS, CHECKS, DRAFTS, ETC.

Section 1. Contracts. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instruments in the name and on behalf of the Corporation, and such authority may be general pursuant to Board approved policy or specific pursuant to Board resolution.

Section 2. Loans and Other Indebtedness. Except for loans which are incurred in the

ordinary course of business, no loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Other Orders for Payment. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation in excess of \$100,000.00 shall be signed by ~~two (2)~~ such officer or officers or agent or agents of the Corporation whom in such manner as shall be designated from time to time be determined by the Board pursuant to Board approved policy or pursuant to a resolution of the Board of Directors of the Corporation.

ARTICLE XIX

EXPENDITURE RESTRICTED FUNDS AND INVESTMENTS

All contributions, grants or gifts to the Corporation that are restricted by the donor shall be expended for the purpose for which the contribution was made. All trust and endowment funds, or other restricted funds shall be set apart as special trust funds, each of which shall be administered as directed by the creator of such trust. All such funds shall be Board-designated funds, held inviolate and invested/expended so as to fulfill the donor's purpose and intent of said trust.

ARTICLE XX

INDEMNIFICATION

Section 1. Actions Other Than by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party in any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by

~~reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against reasonable expenses (including attorneys' fees), judgments, penalties, fines and settlements, actually incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and, in the case of conduct in his official capacity with the Corporation, he reasonably believed his conduct to be in its best interests. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, be determinative that the person did not meet the requisite standard of conduct set forth in the preceding sentence.~~

Section 2 - Actions by or in the Right of the Corporation. ~~The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by or in the right of the Corporation, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against reasonable expenses (including attorneys' fees) actually incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and, in the case of conduct in his official capacity he reasonably believed his conduct to be in the best interests of the Corporation, provided that no indemnification shall be made pursuant to this Section 2 in respect of any action, suit or proceeding in which such person shall have been adjudged to be liable to the Corporation.~~

Section 3 - No Indemnification if Improper Personal Benefit Received. ~~No indemnification~~

indemnification shall be provided to any person under Section 1 or Section 2 of this Article in respect of any proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he shall have been adjudged to be liable on the basis that personal benefit was improperly received by him.

Section 4. Indemnification Against Expenses. A Director, officer, employee or agent of the Corporation who has been wholly successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 1 or Section 2 of this Article, shall be indemnified against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

Section 5. Authorization of Indemnification. No indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation unless authorized in the specific case after a determination has been made that the indemnification of the Director, officer, employee, partner or trustee or agent is permissible in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors not at the time parties to such action, suit or proceedings, or (2) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board, duly designated to act in the manner by a majority vote of the full Board (in which designated Directors who are parties may participate), consisting solely of two (2) or more Directors not at the time parties to such action, suit or proceeding, or (3) by special legal counsel, selected by the Board of Directors or a committee thereof by vote as set forth in clauses (1) and (2) of this Section. Authorization of indemnification and determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination

~~except that if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses shall be made in a manner specified in clause (3) of this Section for the selection of such counsel.~~

~~Section 6. Payment of Expenses in Advance. Reasonable expense incurred in defending an action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, after a determination made in the manner specified in Section 5 of this Article, that the information then known to those making the determination (without making further investigation for purposes thereof) does not establish that indemnification would not be permissible under Section 1 and Section 3 of this Article, and upon receipt of a written affirmation by the Director, officer, employee, partner, trustee or agent of his good faith belief that he has met the standard of conduct necessary for indemnification by the Corporation as authorized in this Article, and an undertaking by or on behalf of the Director, officer, employee, partner, trustee or agent to repay such amount if it shall ultimately be determined that he has not met such standard of conduct.~~

~~Section 7. Provisions Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other right to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested Directors or otherwise, as a result of their action in either an official or individual capacity while holding such office and shall continue as to a person who has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.~~

~~Section 1. Indemnification. The Corporation may indemnify a Member, Director, officer, employee or agent of the Corporation made a party to a proceeding based upon their position within the Corporation against liability incurred in the proceeding, and may pay for or reimburse~~

reimburse reasonable expenses incurred by such individual in advance of final disposition of such proceeding. Any such indemnification shall be in accordance with and to the maximum extent possible under S.C. Code Ann. §33-31-850 et seq. (or any similar provision of any subsequent law).

Section 8.2: Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a ~~director~~Member, Director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a ~~director~~Member, Director, officer, employee, partner, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in ~~any such~~that capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XXI

AMENDMENTS

Section 1. These Bylaws may be altered, amended or repealed, and new and other Bylaws may be made and adopted, by a majority vote of the Board of Directors at any meeting, provided written notice of said meeting and the provision of the proposed change in the Bylaws of the Corporation shall be given to each ~~member of the Board~~Director by the Secretary at least ten (10) days prior to the date of the meeting.

Section 2. These Bylaws shall be reviewed periodically, revised as necessary, and dated to indicate the time of the last review.

Section 3. Amendments to these Bylaws must be approved in writing by Oconee County Council.

ARTICLE XXII

DISSOLUTION

In the event of dissolution or final liquidation of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the lawful debts and liabilities of the Corporation, distribute all the assets of the Corporation to one or more organizations each of which shall then qualify as an organization exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as an organization described in Section 501(c)(3) of the Code, or as a governmental unit under Section 170(c) of the Code; provided, however, that in the event of such dissolution or in the event the Corporation should otherwise cease to be an organization exempt from federal income taxation, any assets and liabilities of the Hospice Division shall be transferred to an entity described in Sections 501(c)(3) and 170(c)(2) of the Code as shall be directed solely by the Hospice Advisory Board.

Approved by the Board of Directors of the Oconee Memorial Hospital, Incorporated,
Seneca, South Carolina.

Chairman, Board of Directors

Secretary, Board of Directors

These Bylaws Incorporated Revisions Approved:
October 1995
March 23, 1998
May 23, 2005
October 23, 2006

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 11/7/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Second reading of Ordinance 2006-22, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR AND TIMKEN US CORPORATION; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES"

BACKGROUND OR HISTORY:

Timken has been located in the County for a number of years and the company is now proposing to invest not less than \$18,000,000 in Oconee County and has requested a fee in lieu pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976 as amended. The granting of this fee in lieu request does not, in any way, give financial liability to Oconee County.

SPECIAL CONSIDERATIONS OR CONCERNS:

The approval of this ordinance will benefit the general welfare of Oconee County by providing service, employment, recreation or other public benefits to our citizens.

STAFF RECOMMENDATION:

Staff recommends that Council give consideration of approval of Ordinance 2006-22 on second reading.

FINANCIAL IMPACT:

No negative impact to County budget, would greatly benefit the public of Oconee County.

ATTACHMENTS:

Proposed Ordinance 2006-22
Submitted or Prepared By:

Opal O. Green

Reviewed by/initials:
[Signature] :County Attorney

Approved for Submittal to Council:

[Signature]
Tom Hendricks, County Administrator

:Finance

ORDINANCE NO. 2006-22

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND TIMKEN US CORPORATION; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Timken US Corporation, a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility for the manufacturing of bearings in which the minimum level of investment is not less than \$18,000,000 (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on July 18, 2006, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 21st day of November 2006.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
H. Frank Ables, Jr., Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading: July 18, 2006
Second Reading: November 7, 2006
Public Hearing: November 21, 2006
Third Reading: November 21, 2006

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNTY MEETING DATE: 11/7/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2006-23, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TIMKEN US CORPORATION FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO TIMKEN US CORPORATION"

BACKGROUND OR HISTORY:

As per the agreement dated July 18, 2006 between Timken US Corporation and Oconee County whereby the company has determined that it desires to construct and/or expand a facility, located in Oconee County, for manufacturing bearings.

SPECIAL CONSIDERATIONS OR CONCERNS:

The project will provide public benefits incident to conducting manufacturing facility operations, and in order to implement the public purposes and assist the company in expanding and maintaining a facility in Oconee County.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council give consideration to approval of Ordinance 2006-23 on second reading.

FINANCIAL IMPACT:

No negative impact to County budget, would greatly benefit the public of Oconee County.

ATTACHMENTS:

Proposed Ordinance 2006-23
Submitted or Prepared By:

Opal D. Green
Department Head

Reviewed By/Initials:

 : County Attorney

____ n/a ____ : Finance

____ n/a ____ : Other

Approved for submittal to Council:


Tom Hendricks, Council Administrator

ORDINANCE NO. 2006-23

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TIMKEN US CORPORATION FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO TIMKEN US CORPORATION

WHEREAS, the County is authorized by the provisions of Title 4, Chapter 1 and Title 12, Chapter 44 (jointly the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 and Title 12, Chapter 44 of the Code, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County and Pickens County have established or will establish a joint county industrial and business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement") in which the Project (herein below defined) will be included; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of July 18, 2006, by and between Timken US Corporation, a corporation duly incorporated and existing under the laws of the State of Delaware (the "Company") and the County, the Company has determined that it desires to construct and/or expand a facility for manufacturing bearings, which facility will consist of certain land, buildings and equipment located in the County and associated with the infrastructure to be owned, leased or used by the Company (the "Infrastructure") and to be located on the real property described in *Exhibit A* attached hereto (the "Project"); and

WHEREAS, pursuant to the provisions of the Fee in Lieu of Tax Agreement (the "Fee Agreement") to be entered into between the County and the Company, the Company is obligated (i) to make or cause to be made payments in lieu of taxes ("Fee Payments"), (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting manufacturing facility operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining a facility within the State of South Carolina (the "State"), the County has agreed to assist in financing a portion of the costs of the Infrastructure through an Infrastructure Credit in an amount equal to Twenty-five (25%) percent of the Fee

Payments paid by the Company in the Park in the County pursuant to the Fee Agreement for each of the first ten (10) years.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, the financing of the Infrastructure by the County through the Infrastructure Credit is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Twenty-five (25%) percent of the Fee Payments for the first ten (10) years of fee in lieu of tax payments on the Project in the Park, up to, but not exceeding, the total cost of the Infrastructure.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

The County has determined that the purposes to be accomplished by the Project are proper governmental and public purposes and that the inducement of the location of the Project within the State is of paramount importance and the benefits of the Project are greater than the cost, and that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally; and that the Project will give rise to no pecuniary liability of the County, or a charge against its general credit or taxing power.

Section 3. The Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, he and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 21st day of November 2006.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
H. Frank Ables, Jr., Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

| | |
|-----------------|-------------------|
| First Reading: | July 18, 2006 |
| Second Reading: | November 7, 2006 |
| Public Hearing: | November 21, 2006 |
| Third Reading: | November 21, 2006 |

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
OCONEE COUNTY COUNCIL
COUNCIL MEETING DATE: 11/7/06
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance 2006-25, "AN ORDINANCE EXTENDING THE TIME FOR FILING AN APPEAL ON THE 2005 REASSESSMENT OF PROPERTIES IN OCONEE COUNTY FOR AN ADDITIONAL THREE MONTHS."

BACKGROUND OR HISTORY:

SC Code Section 12-43-217 requires that Counties appraise properties every five years to be placed on the books the following tax year. This is the year reassessment is to be placed on the tax rolls in Oconee County.

SPECIAL CONSIDERATION:

Collection of 80% of the taxes on properties appealed could result in a reduction of revenue to the County.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Staff recommends consideration of adoption of Ordinance 2006-25 on third and final reading.

FINANCIAL IMPACT:

Unknown at this time.

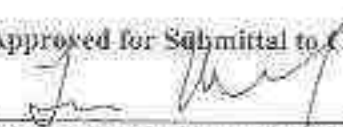
ATTACHMENTS:

Proposed Ordinance
Submitted or Prepared By:

Opal O. Green
Department Head
Reviewed By:

 : County Attorney

Approved for Submittal to Committee


Tom Hendricks, County Administrator

____ n/a ____ : Finance

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2006-25

TITLE: "AN ORDINANCE EXTENDING THE TIME FOR FILING AN APPEAL ON THE 2005 REASSESSMENT OF PROPERTY IN OCONEE COUNTY FOR AN ADDITIONAL THREE MONTHS"

WHEREAS, in accordance with S.C. Code Section 12-43-217 Oconee County appraised properties under its jurisdiction and such appraisals are to be placed on the 2006 Oconee County tax roll; and

WHEREAS, in accordance with S.C. law, Oconee County adopted Ordinance 2006-19, "AN ORDINANCE FORMALLY ADOPTING VALUES ESTABLISHED BY THE COUNTY ASSESSOR AND SOUTH CAROLINA DEPARTMENT OF REVENUE BASED ON A DECEMBER 31, 2005 VALUATION DATE FOR TAX YEAR 2006"; and

WHEREAS, S.C. Code Section 12-43-300 gives the County governing body the authority to extend the time for filing an objection to the valuation and assessment of real property resulting from reassessment within a County.

NOW THEREFORE, BE IT ORDAINED, upon third and final reading of this ordinance that the Oconee County Council hereby extends the time for filing an appeal an additional three months giving a total of six months to file an appeal on the valuation and assessment of properties located in Oconee County.

H. Frank Ables, Jr., Chair
Oconee County Council

Attest:

Opal O. Green, Clerk
Oconee County Council

1st Reading: 10/3/06
2nd Reading:
3rd Reading:

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 11/7/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

First Reading of Ordinance 2006-27, "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS (OR 1976, SECTION 4-1-170 ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTY AND RELEVANT TAXING ENTITIES"

BACKGROUND OR HISTORY:

The purpose of adopting this ordinance is to promote the economic welfare of the citizens of Oconee & Pickens Counties by providing employment and other benefits to the citizens of both Counties.

SPECIAL CONSIDERATIONS OR CONCERNS:

This agreement may not be terminated except by concurrent ordinances of Oconee & Pickens Counties and will terminate in twenty-five (25) years.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Staff recommends Council consider adopting Ordinance 2006-17 on first reading.

FINANCIAL IMPACT:

No negative impact to the County budget, would greatly benefit the public of Oconee County.

ATTACHMENTS:

Ordinance 2006-27

Submitted or Prepared By:

Opal O. Green

Department Head

Approved for Submittal to Council:

Tom Hendricks

Tom Hendricks, Administrator

Reviewed By/Initials:

AO : County Attorney

N/A : Finance

N/A : Procurement

ORDINANCE NO. 2006-27

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY; SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS FOR 1976, SECTION 4-1-170 ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES

WHEREAS, Oconee County ("Oconee County") and Pickens County ("Pickens County") (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the counties, Oconee County proposes to enter into an agreement with Pickens County to develop jointly an industrial and business park as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act");

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION I. Oconee County is hereby authorized to execute and deliver a written agreement to develop jointly an industrial and business park (the "Park") with Pickens County. The Park is to be located within the boundaries of Oconee County. The form of the joint industrial park agreement (the "Agreement") is attached hereto and all terms of the Agreement are hereby incorporated herein. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Oconee County. The Agreement is to be in substantially the form now before the meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before the meeting.

SECTION II. The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

SECTION III. Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. That portion of the fees from the Park premises located in Pickens County and allocated pursuant to the Agreement to Oconee County shall be paid by the Pickens County Treasurer to the Oconee County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

SECTION IV. The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement.

SECTION V. In order to avoid any conflict of laws for ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Oconee County and the Pickens County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Pickens County. Nothing herein shall be taken to supersede any state or federal law for regulation. The county in which the premises is located is specifically authorized to adopt restrictive covenants and land use requirements for such premises in the Park at the County's sole discretion.

SECTION VI. The Sheriff's Department for the county within which the Park premises is located will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises located within each county and fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

SECTION VII. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VIII. The Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council. In any event, this Ordinance shall terminate twenty-five (25) years from the date of its execution by both parties.

SECTION IX. Oconee County hereby designates the following distributions of the fee-in-lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement for Park premises which are located in Pickens County.

| | |
|---------------|------|
| Oconee County | 100% |
|---------------|------|

SECTION X. Oconee County hereby designates that the distribution of the fee-in-lieu of ad valorem taxes pursuant to the Agreement received by Oconee county for Park premises located in Oconee County be paid to each of the taxing entities in Oconee County which levy an ad valorem property tax in any of the areas comprising the Oconee Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the then current tax year for property tax purposes, provided that Oconee County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities. A portion of the fee-in-lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement for Park premises may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of special source revenue bonds.

SECTION XI. This Ordinance shall be effective after third and final reading and publication.

Passed and approved this 5th day of December 2006.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
H. Frank Ables, Jr., Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

| | |
|-----------------|-------------------|
| First Reading: | November 7, 2006 |
| Second Reading: | November 21, 2006 |
| Public Hearing: | December 5, 2006 |
| Third Reading: | December 5, 2006 |

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 1/7/06
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

First Reading of Ordinance 2006-28: "AN ORDINANCE AMENDING ORDINANCE 99-14 TO INCLUDE SIGN REGULATIONS IN OCONEE COUNTY" in title only and assignment of ordinance to the Planning Commission for a recommendation to full Council.

BACKGROUND OR HISTORY:

N/A

CONSIDERATION OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends Council consider adopting this ordinance on first reading in title only and referring it to the Planning Commission for a recommendation to full Council.

FINANCIAL IMPACT:

Unknown at this time.

ATTACHMENTS:

Sign Regulations of Anderson County which was adopted as a part of their Land Use and Development Ordinance.

Submitted or Prepared By:

Opal D. Green
Department Head

Approved for Submittal to Council

Tom Hendricks
Tom Hendricks, County Administrator

Reviewed By/Initials:

N/A Finance

[Signature] Attorney

N/A Other

DIVISION 8. SIGN REGULATIONS*

Sec. 38-251. Purpose.

The purpose of this division is to protect public safety, promote public welfare and to ensure the maintenance of an attractive community environment, while attempting to meet the needs of sign users for adequate identification, communication and advertising.

Sec. 38-252. Applicability and conformance.

- (1) This division regulates the number, size, placement and physical characteristics of signs, exempts certain signs, prohibits certain signs, and requires permits for certain signs.
- (2) From and after the adoption of this division, or the adoption of any amendment thereto, no sign permit shall be issued unless the proposed sign conforms with the requirements of this division.

Sec. 38-253. Exempt signs.

The following signs are exempt from the provisions of this division, and require no permit:

- (1) Traffic, directional, warning or informational signs authorized by any public agency.
- (2) Official notices issued by any court, public agency or public officer.
- (3) Campaign or political signs erected, displayed or placed on private property. In accordance with state law, no campaign or political sign may be erected, displayed or placed within 200 feet of any polling place.
- (4) Real estate signs erected, displayed or placed on private property outside of any defined public right of way and no closer than five (5) feet from any property line, nor within 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined, relating to the sale or lease of real property and/or improvements thereon, provided the signs do not exceed a total signage area of six (6) square feet for residential property and thirty-two (32) square feet for commercial, agricultural and industrial properties (for definition of "total signage area" see Section 38-257).
- (5) Open house, garage sale and yard sale signs erected, displayed or placed on private property outside of any defined public right of way and no closer than five (5) feet from any property line, nor within 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined. Said signs must note the address of the property where the event is taking place and must be removed within 5 days following the date of the event.
- (6) Institutional signs erected, displayed or placed on private property outside of any defined public right of way and no closer than five (5) feet from any property line, nor within 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined, not to exceed twenty (20) square feet in total signage area, for any public, charitable, educational, hospital (including urgent care and outpatient ambulatory care facilities) or religious institution.
- (7) Building nameplates with related inscription.
- (8) Flags and flagpoles erected, displayed or placed on private property outside of any defined public right of way and no closer than five (5) feet from any property line, nor within 15 feet from the edge of any paved or unpaved roadway, measured from the base of the flagpole, where the right of way is undefined and erected, placed or displayed for any use other than business advertisement or identification.
- (9) Window signs.
- (10) On-site directional signs erected, displayed or placed on private property outside of any defined public right of way and no closer than five (5) feet from any property line, nor within 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined, where each sign does not exceed nine (9) square feet in total signage area.
- (11) One-time auction signs erected, displayed or placed on private property outside of any defined public right of way and no closer than five (5) feet from any property line nor within 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined. Said signs may not be placed, erected or displayed more than sixty (60) days prior to the auction and shall be removed within ten (10) days following the auction. Auction signs may not exceed a total signage area of six (6) square feet for residential properties with a total area of five (5) acres or less and thirty-two (32) square feet for residential properties in excess of five (5) acres, commercial properties, agricultural properties, and industrial properties.
- (12) Signs carved or built into a structure with materials which are an integral part of the building and approved by the Building and Codes Department.
- (13) Temporary construction project signs erected, displayed or placed on private property no closer than five (5) feet from any defined right of way or property line, nor within 15 feet from the edge of any paved or unpaved

roadway where the right of way is undefined, with a maximum of sixty-four (64) square feet in total signage area for residential projects and one hundred and fifty (150) square feet in total signage area for commercial, agricultural and industrial projects. These signs shall not be erected, placed or displayed more than 30 days prior to start of construction and shall be removed within 30 days after completion of construction.

(14) Temporary mobile or portable signs providing notice of events of widespread community interest and providing a public health benefit erected, placed or displayed not more than two weeks prior to the event and removed within two weeks after the event.

(15) One on-premises temporary mobile or portable sign per business used to advertise a business, a business event, or a business's products which is attached to a vehicle, trailer, movable structure, or attached to a sign structure which is not securely anchored into the ground, or which may be transported or is designed to be transported; provided, however, that no portion of any such sign shall be placed or displayed within five (5) feet of any defined right of way or property line, nor within 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined. If a sidewalk is present, the temporary mobile or portable sign must be not less than 5 feet from any edge of the sidewalk.

(16) Other on-premises temporary signs providing advertising of the products or services offered by the business; provided, however, that the aggregate total signage area of said signs shall not exceed 20% of the square footage of the business's building frontage area. Any temporary signage area exceeding the 20% square footage maximum is subject to the permitting requirements of Section 38-253(5).

Sec. 38-254. Prohibited signs.

The following signs are prohibited:

- (1) Strobe lights and signs containing strobe lights or flashing lights which are visible beyond the property line.
- (2) Signs placed on or painted on a motor vehicle or trailer and parked with the primary purpose of providing a sign not otherwise allowed by this division. For purposes of this section, it shall be presumed that any motor vehicle or trailer validly licensed, tagged, and insured so that it can legally be used on public roadways or offered for sale, is not parked for the primary purpose of providing a sign not otherwise allowed by this division.
- (3) Rooftop signs, excluding flush pitched roof signs as defined in Section 38-37.
- (4) Any sign that encroaches upon any right of way for a street, road or highway other than those exempted in Section 38-253(1) and (2).
- (5) Signs painted on or attached to trees, rocks or other natural features, or telephone or utility poles, street signs, or poles for stoplights.
- (6) Abandoned Signs as defined in Section 38-37.

Sec. 38-255. Permitted signs.

The following signs, when properly permitted pursuant to the applicable permitting requirements of Section 38-73, and meeting the applicable development standards contained in Section 38-256, are allowed:

- (1) Permanent freestanding business identification signs.

a. Allowable area. Freestanding signs may contain 1 1/2 square feet of total signage area per linear foot of street frontage for each developed site, lot or parcel, up to a maximum of 300 square feet of total signage area.

b. Number. Only one freestanding sign is allowed for each developed site, lot or parcel on which a nonresidential use is constructed. Where a developed site, lot or parcel fronts on more than one publicly dedicated street, one additional freestanding sign is allowed for each street but shall not be located on the same street frontage; provided, however, one sign using up to the total signage area calculated for both street frontages may be erected, displayed or placed on a single street frontage if all other requirements of this division and applicable permitting requirements are met. Where two or more detached buildings occupy the same lot or parcel, each may have one freestanding sign, provided the total combined signage area does not exceed the allowable limits specified by subsection (1)a above, based on linear street frontage of the site or parcel on which they are located. Where two or more attached businesses occupy the same site or parcel (i.e., a shopping center), only one freestanding sign for all the businesses located within the shopping center shall be permitted based upon the total public street frontage for the shopping center. Outparcels, defined as lots having street frontage created by a division of lots from a shopping center, shall be considered a part of the shopping center for the purpose of determining the size allowance for the sign for the shopping center. Each outparcel lot may have one freestanding sign per publicly dedicated street frontage not to exceed 25 feet in height and 1 1/2 square feet of signage area per linear foot of public street frontage for the outparcel up to a maximum of 100 square feet in total signage area.

e. **Location.** No portion of any freestanding sign shall be located closer than five (5) feet from any defined right of way or property line, nor within 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined, or in any way impair the sight lines of drivers or pedestrians at driveway or street intersections.

d. **Height.** No freestanding sign shall exceed fifty (50) feet in height measured from the grade of the road at the point closest to the sign to the highest point of the sign, including structural components of the sign, except those signs located on public road frontage within 1000 lineal feet of an interstate highway interchange, measured from the outermost edge of the interstate on-ramp or off-ramp and proceeding along the edge of the intersecting roadway and interstate in each direction (see Appendix H), in which case said freestanding sign may be a maximum height of 100 feet measured from the grade of the road at the point closest to the sign to the highest point of the sign, including structural components of the sign.

(2) **Permanent business identification signs attached to buildings.**

a. **Allowable area.**

1. If there is no freestanding business identification sign on the developed site, lot or parcel one permanent business identification sign may be attached to the building provided it contains not more than 1 1/2 square feet of total signage area per lineal foot of principal building frontage.

2. If there is a freestanding business identification sign on the developed lot, parcel or site, one permanent business identification sign containing not more than 1 square foot of total signage area per lineal foot of principal building frontage may be placed, erected or displayed on said building.

b. **Types of signs.** Fascia, projecting, marquee, awning and flush pitched roof signs are allowed provided they meet all other requirements of this division and all permitting requirements.

c. **Number of signs.** Only one projecting sign as defined in Section 38-37 is allowed per building frontage, except for shopping centers, which may have one projecting sign for each business use, plus one aggregate freestanding business identification sign for the shopping center as prescribed in Section 38-255(1)b above.

(3) **Billboards.**

a. Unless otherwise specified, the following requirements relate to all freestanding off-premises Billboards receiving initial permitting after February 6, 2001 (the term "initial permitting" shall mean receiving a valid sign permit for a new or relocated Billboard, but shall not include permitting or re-permitting of Billboards existing and/or having valid sign permits prior to February 6, 2001):

1. **Billboard defined.** Any permanent sign, excluding Off-Premises Directional Signs and Off-Premises Business Signs as defined hereinafter, with advertising copy not related to the use of the property on which the structure is located.

2. **Structural Requirements.** All Billboards shall be constructed entirely out of steel, shall be supported by a single steel pole (a "monopole") and shall have a steel face on all facings. Any lighting shall be directed toward the sign face and no light source shall be visible from roadways or surrounding properties. All construction and installation shall meet all applicable building codes.

3. **Location.** All Billboards shall be allowed only in C-1, C-2, C-3, S-1, I-1 and I-2 Zoning Districts and on unzoned commercial, business, or industrial properties. Commercial, business, or industrial properties shall mean properties being used solely for commercial, business, or industrial activity and for which a valid commercial, business, or industrial land use permit has been issued, and only on the side of the highway, street or road on which the commercial, business, or industrial activity is located.

4. **Spacing.** No Billboards shall be permitted:

(a) Within one thousand five hundred (1500) feet of any other Billboard;

(b) Within five hundred (500) feet of any property zoned residential (if zoned) or any property used for a residential purpose (if unzoned) at the time of construction of the Billboard;

(c) Within one thousand five hundred (1500) feet of any historic site, place, or district that is recorded on the national register, or any public park;

(d) Within one thousand five hundred (1500) feet from the centerline of any designated scenic highway or the designated Heritage Corridor.

5. Maximum allowable display area. No Billboard may contain more than four hundred (400) square feet of sign face area per sign face.

6. Height Restrictions.

(a) The maximum height for any Billboard located on property adjoining the right of way for Interstate 85 shall be seventy (70) feet, including structural components of the Billboard, measured from the grade of Interstate 85 at the nearest point to the Billboard;

(b) The maximum height for all other Billboards shall be fifty (50) feet, including structural components of the Billboard, measured from the grade of the road, street or highway to which the Billboard is nearest at the nearest point to the Billboard;

(c) Minimum height of the base of any Billboard face shall be fifteen (15) feet above the grade of the road, street or highway to which the Billboard is nearest at the nearest point to the Billboard.

7. Minimum Setbacks.

(a) No Billboard shall be erected such that any portion of the Billboard shall be within fifteen (15) feet of any road, street, or highway right of way or within thirty (30) feet of any paved or unpaved roadway where the right of way is undefined;

(b) No Billboard shall be erected such that any portion of the Billboard shall be within five (5) feet of any property line.

8. Abandoned Billboard. A Billboard without advertising copy or copy advertising available space on said sign for a period of thirty (30) consecutive days shall be considered abandoned. The Development Standards Manager shall send written notification of a determination of abandonment to the property owner and sign owner. Within thirty (30) days after mailing of said notification, the owner of the Billboard must either display copy on the Billboard or remove the abandoned Billboard. Additionally, the owner of the Billboard must maintain the structure and all fascia and appurtenances in proper condition at all times. Failure to comply with the requirements of this Subsection is a violation of the Code and will subject the Billboard owner and landowner to penalties and/or forced removal of the sign.

9. Permit Issuance. In addition to the permitting requirements of Section 38-73 which are applicable to all signs, the following permitting requirements shall apply to Billboards in particular:

(a) Permits for existing Billboards. All Billboards having valid sign permits prior to February 6, 2001, or which existed prior to permitting requirements, shall be required to be permitted or re-permitted on or before January ____, 2003, but shall not be required to meet present standards and requirements as a condition for receiving said permitting or re-permitting. In order to be eligible for initial permitting or re-permitting, the owner shall furnish the Development Standards Office of the County with the following information on each Billboard:

(1) Location;

(2) Color photograph, taken within ten days of submission to the County, of each face and support structure; and

(3) Sign face area of each face.

No fee shall be charged for initial permitting or initial re-permitting of Billboards having valid sign permits prior to February 6, 2001, or which existed prior to permitting requirements.

(b) Permits for new or relocated Billboards. A sign permit for a new Billboard or for the relocation of an existing Billboard shall not be issued by the County unless:

(1) An officer of the company applying for the permit certifies in writing to the Development Standards Manager that the new or relocated Billboard shall be completely constructed or reconstructed within twelve (12) months from the date the sign permit for the new or relocated Billboard is issued; and,

(2) An officer of the company applying for the permit certifies in writing to the Development Standards Manager that the new or relocated Billboard shall have no more sign faces than the Billboard it is replacing and meets all present Billboard face requirements; and,

(3) An officer of the company applying for the permit certifies in writing to the Development Standards Manager that the company has provided the information required by Subsection 18-255(3)a.9(a) above for all of its existing Billboards in Anderson County and has received no-permitting for said Billboards as required hereunder, and,

(4) The County has verified that the new or relocated Billboard and its proposed location meet all present standards and requirements of this Chapter, and,

(5) All other requirements for obtaining a permit have been met, including, but not limited to, the payment of a permit fee as charged by the County.

Notwithstanding the foregoing, no sign permit for the relocation of a Billboard or for a new Billboard, shall be issued if the company requesting such permit is known by the County to be in violation of any of the provisions of this Chapter as to any Billboard or Billboard location in the County.

(c) Pasting of Sign Permits. The Anderson County Department of Building and Codes shall issue all permits in duplicate, one of which shall be weather resistant. The owner of each Billboard in Anderson County shall be responsible for affixing the weather resistant permit to the Billboard in a prominent and visible location on the pole and for ensuring that each permit is continuously attached thereafter.

(d) Fees and Renewal. All sign permits for Billboards issued in accordance with this section shall be valid for the calendar year in which they are issued and shall be renewed not later than January 30 of each calendar year. The initial permit fee for Billboards of seventy-five dollars (\$75.00), subject to periodic adjustment by County Council, shall be charged at the time of issuance and must be paid prior to issuance of the original permit. No renewal permit shall be issued if the company requesting such permit is known by the County to be in violation of any of the provisions of this Chapter. Any Billboard that does not have a renewal permit issued for it by January 30 of any given calendar year shall be removed by the Owner within ninety (90) days after written notification from the Development Standards Manager unless a renewal permit is obtained within that ninety (90) day period. Failure to renew the permit within the time guidelines as set forth above is a violation of the Code and will subject the Billboard owner and landowner to penalties and/or forced removal of the sign.

(4) Off-Premises Business and Directional Signs

a. The following requirements relate to all Off-Premises Directional Signs:

1. Off-Premises Directional Signs Defined. Any permanent sign, excluding Billboards as defined above, the purpose of which is limited exclusively to the identification of a use or occupancy located elsewhere and which tells or shows the location, direction of or route to such use or occupancy.

2. Location. Off-premises directional signs shall only be permitted in areas zoned R-A, R-M1, R-M2, R-M7, R-M, R-MA, R-MHP, O-D, C-1N, C-1R, C-1, C-2, C-3, S-1, I-1 and I-2, and unzoned areas. Off-premises directional signs shall be located at least five (5) feet from any defined right of way or property line, or at least 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined.

3. Maximum Allowable Display Area. Maximum allowable sign face area shall be nine (9) square feet.

b. The following requirements relate to all Off-Premises Business Signs:

1. Off-Premises Business Signs Defined. Any permanent sign, excluding billboards as defined above, the purpose of which is limited exclusively to the identification of a use or occupancy located elsewhere, where the owner or lessee of the sign site is the business to which the sign copy refers.

2. Location. Off-premises business signs shall only be permitted in areas zoned R-A, R-M1, R-M2, R-M7, R-M, R-MA, R-MHP, O-D, C-1N, C-1R, C-1, C-2, C-3, S-1, I-1 and I-2, and unzoned areas. Off-premises business signs shall be located at least five (5) feet from any defined right of way or property line, or at least 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined.

3. Maximum Allowable Display Area. Maximum allowable sign face area shall be thirty-two (32) square feet.

(5) Temporary signs. Shall mean any on-premise signs, not exempted in Section 38-255, that disseminate information about the business. No portion of any temporary sign shall be placed within five (5) feet of any defined right of way or property line, nor within 15 feet from the edge of any paved or unpaved roadway where the right of way is undefined. No temporary sign shall be permanently attached to the ground, a building, or any other permanent structure, and all temporary signs must be maintained in a presentable fashion acceptable to the Development Standards Manager. Any temporary sign, not exempt from the permitting requirements, must be permitted in accordance with this Chapter prior to being displayed, erected, placed or constructed. No developed lot, parcel or site shall have a non-exempt temporary sign permitted more than once in any six-month period and the permit must expire within thirty days of issuance. A security deposit shall be required for each permit for temporary signs. Such deposit shall be returned to the permit holder provided the sign has been removed after the expiration of the thirty-day period or the deposit will be forfeited. The following temporary signs, when properly permitted, are allowed:

- a. Banners.
 - 1. Allowed in commercial and industrial areas and zoning districts only, or as otherwise provided in the Zoning Ordinance.
 - 2. One banner is allowed per street frontage for each developed lot, parcel or site. No banner may have greater total signage area than the allowed permanent freestanding business identification sign for that developed lot, parcel or site as provided in Section 38-255(1)a.
 - 3. In the case of long pennant type banners with multiple flags or banners attached to a banner string or rope, the total length of the pennant banner string or rope shall not exceed the total street frontage of the developed lot, parcel or site. For example, if a lot has 200 feet of frontage, then the pennant banner string shall not exceed 200 feet in length.
 - 4. The height of the pennant banner shall be no lower than 8 feet and no higher than 14 feet measured from grade of the property line closest to the pennant banner and shall not exceed 20 feet in height at any point measured from grade of the property line closest to the pennant banner.
 - 5. No individual pennants and flags on any banner string shall be greater than 18 inches in width and 24 inches in length at their widest and tallest points.
 - 6. Multiple strands are allowed, so long as the aggregate length of the banner strings is no greater than the allowed length and all other requirements of this Section are met.
- b. Balloon or Inflatable Signs, subject to the following conditions:
 - 1. Allowed in commercial and industrial areas and zoning districts only.
 - 2. Only one balloon or inflatable sign may be permitted for any developed lot, parcel or site.
 - 3. No balloon or inflatable sign may have greater total signage area than that allowed for a permanent freestanding business identification sign for that developed lot, parcel or site as provided in Section 38-255(1)a and may not be displayed above the height limitations of Section 38-255(1)d.

Sec. 38-256. Development standards.

All signs allowed under this division, including, but not limited to, Billboards, must comply with the following development standards:

(1) Visual clearance:

a. No sign may be located within a vision clearance area as defined in subsection (1)b. below and no support structure for a sign may be located in a vision clearance area unless the diameter is 12 inches or less.

b. Location of vision clearance areas. Vision clearance areas are triangular shaped areas located at the intersection of any combination of streets, private roads, alleys or driveways (collectively referred to as the "Roadways"). The sides of the vision clearance triangle extend 15 feet from the intersecting point of the Roadways in both directions along the edge of each Roadway. The vertical dimensions of the vision clearance area commences

42 inches above the grade of the Roadway at any point along the edge of the vision clearance area to ten feet above said grade (See Appendix I)

(2) Vehicle area clearances. When any sign or Billboard extends over vehicle travel areas including driveways, alleys, parking lots and loading and maneuvering areas, the bottom of the sign structure shall be at least 14 feet above the ground directly below the sign or Billboard.

(3) Pedestrian area clearances. When a sign extends over private sidewalks or walkways, the bottom of the sign structure, including, but not limited to Billboards, shall be at least 8 1/2 feet above the ground directly below the sign.

(4) Required yards and setbacks. Except for exempt signs under Section 38-253(1) and (2), the sign face of any sign structure may be erected in required yards and setbacks as defined in this Chapter, but shall be placed, erected or displayed no closer than five (5) feet from any defined right of way or property line, nor within 45 feet from the edge of any paved or unpaved roadway where the right of way is undefined.

(5) Illumination. Except where otherwise prohibited, signs may be illuminated either through the use of backlighting or direct lighting provided the following standards are met:

- a. Information on any illumination proposed as part of a sign must be provided on any sign permit application.
- b. No light source from any illuminated sign shall be visible or cause direct glare into or upon any building other than the building to which the sign is related.
- c. No light source from any illuminated sign shall be visible or cause direct glare on to any adjoining piece of property or any adjoining right-of-way.

Any permanent or temporary sign containing electrical components shall conform to current building code standards as well as current UL, ETL, EISA, or U.C. standards and display a label from one of these recognized testing labs. All electrical power shall be supplied from an underground source.

Sec. 38-257. Sign measurement.

(1) Total signage area.

a. The total signage area of any sign or billboard enclosed in frames or cabinets is determined based on the outer dimensions of the frame or cabinet surrounding the sign face. (See Appendix J) Total signage area does not include foundations or supports to the sign, unless said structures contain sign related display or decoration. Only one side of a double-faced or V-shaped (where the angle of the V is less than 45 degrees) freestanding sign or billboard is counted in total signage area.

b. When a sign or billboard is on a base material and attached without a frame, such as a wood board or plexiglass panel, the dimensions of the base material are to be used to determine total signage area unless it is clear that part of the base contains no sign related display or decoration.

c. When signs are constructed of individual pieces attached to a building wall, total signage area is determined by a perimeter drawn around all the pieces. (See Appendix I)

d. For sign structures containing multiple modules oriented in the same direction, the modules together are counted as one sign face. (See Appendix J)

e. The maximum surface area visible at one time of a round or three dimensional sign is counted to determine total signage area.

f. When signs are incorporated into awnings, the entire panel containing the sign is counted as the sign face unless it is clear that part of the panel contains no sign related display or decoration.

(2) Primary building frontages. Primary building frontages are derived for each ground floor occupant's qualifying exterior walls. (See Appendix K)

Sec. 38-258. Removal of signs.

(1) The lawful use of any sign or billboard existing at the time of the enactment of the ordinance, or any amendment thereto, from which this article derives may be continued although such use does not conform with the provisions of this division, subject, however, to any re-permitting requirements contained herein and subject to provisions related to abandoned signs and billboards.

(2) Any existing sign or billboard which is subsequently determined to have been abandoned after due notice as provided herein, shall be removed at the expense of the owner. Any existing sign exceeding the allowable total signage area by 25 percent, which is subsequently destroyed or damaged to the extent of 50 percent or more of its replacement cost, shall be removed or brought into conformity with these regulations. Any written notice required herein shall be mailed or personally delivered by the Planning Commission staff to the owner of such sign, or of the building or premises on which such sign is located, requiring compliance within the stated period of time. Upon

failure to comply with such notice, the county may remove the sign and any costs of removal incurred by the county may be collected in a manner prescribed by law.

Sec. 38-259. Nonconforming Signs.

- (a) **Determination of Existing Nonconforming Status.** Existing signs or Billboards which do not conform to the specific provisions of this ordinance, as amended, may be eligible for the designation "Existing Nonconforming" provided that:
- (1) The Development Standards Manager determines such signs or billboards are properly maintained and do not in any way endanger the public.
 - (2) The sign was installed with a valid permit or variance, and/or complied with all applicable laws on the date of adoption of this ordinance.
- (b) **Loss of Existing Nonconforming Status.** -- An existing nonconforming sign or billboard may lose this designation if:
- (1) The sign or billboard is relocated or replaced.
 - (2) The structure or size of the sign or billboard is altered in any way except toward compliance with this ordinance. This does not refer to change of copy or normal maintenance.
- (c) **Maintenance and Repair of Nonconforming Signs.** -- The legal nonconforming sign or billboard is subject to all requirements of this code regarding safety, maintenance, and repair; provided, however, if the sign or billboard is damaged or destroyed to the extent that repair costs exceed fifty (50%) percent of the replacement cost, it must be brought into compliance with this code or removed.

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 11/7/06
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

First Reading of Ordinance 2006-29, "AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY FROM A LEASE AGREEMENT PURSUANT TO TITLE 4, CHAPTER 12 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED TO A FEE AGREEMENT PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS INCLUDING THE AFORESAID FEE AGREEMENT AND THE PRESCRIBING MATTERS RELATED THERETO"

BACKGROUND OR HISTORY:

Oconee County and Pine River Plastics entered into a lease agreement April 1, 2000 and now Pine River Plastics desires to convert the lease agreement into a fee agreement by and between Oconee County and Pine River Plastics for the purpose of authorizing and acquiring certain land, a building or buildings, machinery, apparatus and equipment for the purpose of continuing the development of a facility used for manufacturing.

SPECIAL CONSIDERATIONS:

Council previously determined that this project will benefit the citizens of Oconee County by providing employment and other public benefits.

STAFF RECOMMENDATION:

Staff recommends that Council consider adoption of Ordinance 2006-29 on first reading.

FINANCIAL IMPACT:

No negative impact to the County Budget

ATTACHMENTS:

Proposed Ordinance 2006-29

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council

Tom Hendricks
Tom Hendricks, Administrator

Reviewed By:

_____ : County Attorney

_____ : Finance

OCONEE COUNTY COUNCIL
ORDINANCE 2006-29

AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY FROM A LEASE AGREEMENT PURSUANT TO TITLE 4, CHAPTER 12 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED TO A FEE AGREEMENT PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS INCLUDING THE AFORESAID FEE AGREEMENT AND PRESCRIBING MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, own, lease and dispose of properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, lease, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act to provide for an infrastructure tax credit pursuant to the Act; and, to accept any grants for such projects through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State, and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is authorized by the Act to convert an existing lease agreement pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended to a fee agreement, as defined in the Act, with respect to such project; and

WHEREAS, Pine River Plastics, Inc., a corporation incorporated and existing under the laws of the State of Michigan, and Carolina Foothills, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (together, the "Company") requested the County to participate in adopting an Ordinance, to provide for the conversion of the lease agreement entered into by and between the County and the Company dated as of April 1, 2000 (the "Lease Agreement") to a fee agreement by and between the County and the Company (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring certain land, a building or buildings, and machinery, apparatus, and equipment in the County for the purpose of continuing the development of a facility used for the manufacturing and assembling of plastic injection moldings for highly aesthetic products as provided in the Lease Agreement in which the minimum level of investment including the purchase and construction of land and buildings is not less than Five Million Dollars (\$5,000,000) (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County Council, having previously determined that the Project will provide additional permanent employment for persons from the County and areas adjacent thereto with a resulting alleviation of unemployment, and a substantial increase in payrolls and other public

benefits incident to the conducting of industrial operations, proposes to convert the Lease Agreement to the Fee Agreement and to execute and deliver the Fee Agreement, to be granted under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in the Fee Agreement, by and between the County and the Company, or its assigns; and

WHEREAS, the County Council, having determined as aforesaid that it will be of substantial public benefit to do so, proposes to make the Project available to the Company under and pursuant to the provisions of the Fee Agreement by and between the County and the Company, pursuant to which the Company is obligated (i) to make payments directly to the account of the County in amounts sufficient to pay the fee in lieu of tax, (ii) to maintain the Project in good repair at the Company's own expense and to carry all proper insurance with respect thereto, and (iii) to make payments in lieu of taxes required by the Act; and

WHEREAS, it appears that the Fee Agreement including the agreement for payment of a payment in lieu of tax, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. The Fee Agreement shall be a limited obligation of the County and all obligations of the County pursuant to the Fee Agreement shall be payable solely out of the revenues derived by the County from the Fee Agreement and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. Such limitation shall be plainly stated on the face of the Fee Agreement.

Nothing in this Ordinance or the Fee Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the fee in lieu of tax, (ii) revenues derived from the Project, (iii) any proceeds accruing to the County on account of insurance on the Project under the Fee Agreement, (iv) any moneys accruing to the County on account of any taking or condemnation of title to all or part of the Project, and (v) any moneys arising out of the investment or reinvestment of said proceeds, revenues or moneys.

Section 2. The Fee Agreement shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council or the County Administrator and shall be attested by the manual or facsimile signature of the Clerk to the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this ordinance in its entirety. The Chairman of the County Council,

the County Administrator and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company and the County. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting. The Chairman of the County Council, the County Administrator and the Clerk to the County Council are hereby each authorized and directed to do any and all things necessary to effect the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. The County hereby agrees to waive, to the full extent allowed by law, the recapitalization requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company continues to make all filings required by the Act.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 5th day of December, 2006.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council
Oconee County, South Carolina

(SEAL)
ATTEST:

By: _____
Clerk to County Council
Oconee County, South Carolina

First Reading: November 7, 2006
Second Reading: November 21, 2006
Public Hearing: December 3, 2006
Third Reading: December 5, 2006

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 11/7/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Approval of Resolution 2006-16, "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TIMKEN U.S. CORPORATION WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEEL IN LIEU OF TAX AGREEMENT FOR THE PROJECT INVOLVING NOT LESS THAN EIGHTEEN MILLION DOLLARS (\$18,000,000) INVESTMENT AND OCONEE COUNTY WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT"

BACKGROUND OR HISTORY:

Council previously adopted an Inducement and Millage agreement using the name "Project Irons", the adoption of this resolution shows that the Inducement Agreement has been changed to reflect the company's actual name.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends Council consider adoption of Resolution of 2006-16 on first and final reading.

FINANCIAL IMPACT:

No negative impact to the County budget, would greatly benefit the public of Oconee County.

ATTACHMENTS:



Proposed Resolution 2006-16
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed by:

 : Finance
 : County Attorney

**OCONEE COUNTY COUNCIL
RESOLUTION 2006-16**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TIMKEN US CORPORATION WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR THE PROJECT INVOLVING NOT LESS THAN EIGHTEEN MILLION DOLLARS (\$18,000,000) INVESTMENT AND OCONEE COUNTY WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT

WHEREAS, Timken US Corporation (the "Company"), previously requested the County to participate in executing the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto that was approved on July 18, 2006 by the County using the project name of Project Trout;

WHEREAS, the Inducement Agreement has been revised to show the Company's actual name as incorporated in the State of Delaware and authorized to do business in the State of South Carolina;

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating to the Inducement of the Project.

Done in meeting duly assembled this 7th day of November, 2006.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
H. Frank Ables, Jr., Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina